

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
DECEMBER 16, 2020

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held **IN PERSON** on **Wednesday, December 16, 2020 at 6:00 p.m., at the Resch Center Complex, 820 Armed Forces Dr., Green Bay, WI 54304.**

The following matters will be considered:

Call to order at 6:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call:

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Nay	0
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Abstain	0
Chu	3	Aye	Landwehr	12	Excused	Schultz	21	Excused	Excused	6
Dorff	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye		
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Excused	Total	20
Lefebvre	6	Excused	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Excused	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

Total Present: 20 Total Excused: 4 Total Late: 2

***Supervisors Brusky and Lefebvre attended the meeting via phone, votes were recorded, but do not count as an official vote.*

***Supervisors Friberg (6:16pm) and Schultz (6:15pm) arrived late.*

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor De Wane and seconded by Supervisor Dantinne **“to approve agenda.”** Vote taken. Motion carried unanimously.

No. 2 -- COMMENTS FROM THE PUBLIC:

Three members from the public spoke in favor of declaring racism as a public health crisis in Brown County.

Abigail Ringle, Green Bay, WI.
 Kelly Delvaux, Green Bay, WI.
 Mohammed Bae, De Pere, WI.

No. 3 -- APPROVAL OF MINUTES OF OCTOBER 28, 2020.

A motion was made by Supervisor Peters and seconded by Supervisor Borchardt **“to adopt minutes.”** Vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Borchardt invited the Board to attend the Tailgate for Veterans on Saturday, December 19th at 6pm at The Veteran’s Manor on St. Anthony’s Way.

Supervisor Schadewald wished the Board a Merry Christmas and Happy New Year.

Supervisor Lund thanked the first responder’s efforts throughout the pandemic and blessed them through the New Year.

Supervisor Brusky’s announcement was submitted and made by Chairman Buckley regarding the WCA Ambassador Program. Chairman Buckley noted if any of the Board are interested, they may see himself, Supervisor Brusky or Supervisor Borchardt to discuss.

***Supervisor Schultz arrived at 6:15PM*

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR LEFEBVRE: PLEASE REVIEW AND ADVISE ON THE RESOLUTION FROM HEALTH AND HUMAN SERVICES COMMITTEE – “RACISM AS A HEALTH ISSUE”

Referred to Executive Committee.

No. 5b -- FROM SUPERVISOR LEFEBVRE: REQUEST THAT DURING THE CONTINUED TIME OF THE COVID-19 PANDEMIC THAT ALL FUTURE COUNTY BOARD AND COMMITTEE MEETINGS BE VIRTUAL UNTIL ADVISED BY THE BROWN COUNTY HEALTH OFFICER ALONG WITH LOCAL HEALTH EXPERTS THAT IN-PERSON MEETINGS CAN SAFELY RESUME.

Referred to Executive Committee.

***Supervisor Friberg arrived at 6:16pm*

No. 5c -- FROM SUPERVISOR LEFEBVRE: REQUEST FOR THOSE WHO CANNOT ATTEND IN PERSON MEETINGS BECAUSE OF THE COVID-19 PANDEMIC, BE ALLOWED TO LEGALLY AND BINDING, VOTE BY PHONE.

Referred to Executive Committee.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR.

No. 6a -- Confirmation of Appointment of David Atkins, Stan Kaczmarek, Terri Trantow, Christine Seidl, Robert Cook, Timothy Kneeland, and Randy Griswold to the Brown County Citizens Drafting Ad Hoc Committee.

A motion was made by Supervisor De Wane and seconded by Supervisor Deneys **“to approve the above appointments.”** Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber **“to suspend the rules and take Items #7a-#7g together.”** Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor De Wane and seconded by Supervisor Hopkins **“to approve Items #7a-#7g.”** Vote taken. Motion carried unanimously with no abstentions.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

No. 7a -- Reappointment of Robert Johnson, Megan Borchardt and Amy Payne to the Aging & Disability Resource Center Board.

No. 7b -- Reappointment of Richard Schadewald to Board of Health.

No. 7c -- Reappointment of Timothy McNulty to Criminal Justice Coordinating Board.

No. 7d -- Reappointment of Kathy Pletcher to Library Board.

No. 7e -- Reappointment of Mark Tumpach to NEW Water.

No. 7f -- Appointment of Devon Coenen to Planning Commission.

No. 7g -- Reappointment of Michael Lefebvre and William Seleen to the Solid Waste Board.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Buckley stated that the Resch Expo is fabulous and will be a great location for the January County Board Meeting.

Chairman Buckley invited the Board to attend a get together after the meeting for some spirits at D2's.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

Executive Streckenbach stated that through the year Brown County was able to deliver the services that residents expected all while keeping the 1700 employees at Brown County safe, and extended a thank you to the Board for allowing that to happen.

Executive Streckenbach spoke about the virtual Christmas Tree decorating that took place with the Syble Hopp students with a surprise visit from Santa Claus on December 16th.

Executive Streckenbach stated that it has been his pleasure to work with the Board over the last year and he wished them all a happy holiday.

No. 9 -- OTHER REPORTS.

None.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF DECEMBER 7, 2020.

1. Consent Agenda – Neville Public Museum Governing Board Minutes of October 12 & November 9, 2020. *See action at Item 5.*
2. Consent Agenda - Golf Course Budget Status Financial Report for October 2020 – Unaudited. *See action at Item 5.*
3. Consent Agenda - Museum Budget Status Financial Report for October 2020 – Unaudited. *See action at Item 5.*
4. Consent Agenda - Parks Budget Status Financial Report for October 2020 – Unaudited. *See action at Item 5.*
5. Consent Agenda - NEW Zoo Budget Status Financial Report for October 2020 – Unaudited. Receive and place on file Items 1 – 5.
6. Museum – Director’s Report. *No action taken.*
7. Library – Library Report/Director’s Report. *No action taken.*
8. Golf Course – Superintendent’s Report. *No action taken.*
9. NEW Zoo & Adventure Park – Director’s Report. *No action taken.*
10. Parks – Director’s Report. *No action taken.*
11. Budget Adjustment Request (20-079): Any increase in expenses with an offsetting increase in revenue. To approve.
12. Resolution to Adopt the Bay Shore County Park Master Plan. To approve. See Resolutions & Ordinances.
13. Resolution Authorizing a Monument at Way Morr Park Highlighting the Niagara Escarpment and American Viticultural Area. To approve. See Resolutions & Ordinances.
14. Resolution Authorizing Parks Director to Prepare and Execute Grant Applications. To approve. See Resolutions & Ordinances.
15. Resolution Creating the Official Name of the Eagles Nest Site on Nicolet Drive. To approve. See Resolutions & Ordinances.
16. Resolution to Approve Underground Gas Pipeline Easement on the Mountain Bay State Trail. To approve. See Resolutions & Ordinances.
17. Resolution to Approve Underground Telecommunication Easement on the Devils River State Trail. To approve. See Resolutions & Ordinances.
18. Resolution to Authorize Easement Between Brown County and NEW Water for Underground Utilities to Benefit Fairgrounds Development. To approve. See Resolutions & Ordinances.
19. Resolution to Authorize Reciprocal Easement Between Brown County and Private Parcel Within Park Boundaries. To approve. See Resolutions & Ordinances.
20. Resolution to Authorize Advance to PMI to Operate Resch Exposition Center. To refer to Administration. See Resolutions & Ordinances.
21. Audit of bills. To approve.

A motion was made by Supervisor De Wane and seconded by Supervisor Borchardt “**to adopt.**” Vote taken. Motion carried unanimously with no abstentions.

No. 10b -- REPORT OF PUBLIC SAFETY COMMITTEE OF DECEMBER 1, 2020

1. Review Minutes of:
 - a) Fire Investigation Task Force (June 11 & September 10, 2020). Receive and place on file.
2. District Attorney - District Attorney Report.
 - a) COVID-19 Update – *Standing Item.* Receive and place on file.
3. Circuit Courts, Commissioners, Probate - Budget Status Financial Report for September & October 2020 (unaudited). *See action at Item 4 below.*
4. Circuit Courts, Commissioners, Probate - Director's Report.
 - i. COVID-19 Update – *Standing Item.* Receive and place on file Items 3 & 4.
5. Public Safety Communications - Budget Status Financial Report for September & October 2020 (unaudited). Receive and place on file.
6. Public Safety Communications - Budget Adjustment Request (20-080): Any increase in expenses with an offsetting increase in revenue. To approve.
7. Public Safety Communications - Budget Adjustment Request (20-081): Any allocation from a department's fund balance. To approve.
8. Public Safety Communications - Director's Report.
 - a) COVID-19 Update – *Standing Item.*
 - i. To approve specialty pay for salaried supervisory staff in the 911 Center during the COVID-19 emergency and refer to Administration to set the rate.
 - ii. Receive and place on file.
9. Emergency Management - Budget Status Financial Report for September & October 2020 (unaudited). Receive and place on file.
10. Emergency Management - Budget Status Financial Report for September & October 2020 – Including Disaster Management Account – COVID/Flooding. Receive and place on file.
11. Emergency Management - Director's Report.
 - a) COVID-19 Update – *Standing Item.* Receive and place on file.
12. Clerk of Courts - Clerk of Courts Report.
 - a) COVID-19 Update – *Standing Item.* *No report; no action taken.*
13. Medical Examiner - Medical Examiner's Report.
 - a) COVID-19 Update – *Standing Item.* *No report; no action taken.*
14. Sheriff - Update re: Jail Addition – *Standing Item.* *No action taken.*
15. Sheriff - Budget Status Financial Report for October 2020 (unaudited). Receive and place on file.
16. Sheriff - Key Factor Report through October 2020 (unaudited). Receive and place on file.
17. Sheriff - Budget Adjustment Request (20-083): Any increase in expenses with an offsetting increase in revenue. To approve.
18. Sheriff - Budget Adjustment Request (21-001): Any increase in expenses with an offsetting increase in revenue. To approve.
19. Sheriff - Budget Adjustment Request (21-002): Any increase in expenses with an offsetting increase in revenue. To approve.
20. Sheriff - Jail COVID response plan. *Informational; no action taken.*
21. Sheriff's Report.
 - a) COVID-19 Update – *Standing Item.* Receive and place on file.

22. Resolution in Support of Participating in the 2021 County-Tribal Law Enforcement Grant. To approve. See Resolutions & Ordinances.
23. Resolution Authorizing Entering Into a Contract Entitled "Addendum to Brown County Police Services Contract with the Village of Bellevue "(Hereafter Referred to as the "Contract"). To approve. See Resolutions & Ordinances.
24. Resolution Regarding Table of Organization Change for the Sheriff's Department. To approve. See Resolutions & Ordinances.
25. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Kaster and seconded by Supervisor Coenen "to adopt." Vote taken. Motion carried unanimously with no abstentions.

No. 10c -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF NOVEMBER 24, 2020

1. Review Minutes of:
 - a. Harbor Commission (August 17, 2020).
 - b. Planning Commission Board of Directors (September 2, 2020).
 - c. Solid Waste Board (September 21, 2020).
 - i. To suspend the rules to take Items 1a, b & c together.
 - ii. Receive and place on file Items 1a, b & c.
2. Extension - Budget Status Financial Report for September & October 2020 – Unaudited. Receive and place on file.
3. Extension - Budget Adjustment Request (20-077): Any increase in expenses with an offsetting increase in revenue. To approve.
4. Extension - Director's Report. Receive and place on file.
5. Airport - Director's Report.
 - a. September 2020 Unaudited Airport Financials.
 - b. Open Position Report.
 - c. Projects Update.
 - d. COVID-19 Update.
 - i. To suspend the rules to take Items 5a, b, c & d together.
 - ii. To receive and place on file Items 5a, b, c & d.
6. Port & Resource Recovery - Resolution Regarding Table of Organization Change for the Port & Resource Recovery Department – Resource Recovery Associate. To approve. See Resolutions & Ordinances.
7. Port & Resource Recovery - Request for Approval of Bid for Project 2395 Recycling Center Push Wall Upgrade. To approve awarding the bid to MJJ Building Services at \$45,105.00 for Project 2395 Recycling Center Push Wall Upgrade.
8. Port & Resource Recovery - Request for Approval of Bid for Project 2398 DePere Leachate Holding Tank Installation. To approve awarding the bid to Kip Gulseth for work to be done in the December to March window at \$48,875.00 for Project 2398 De Pere Leachate Holding Tank Installation.
9. Port & Resource Recovery - Director's Report. Receive and place on file.
10. PALS - Budget Status Financial Reports (Planning, Property Listing, Zoning) for September 2020 – Unaudited. Receive and place on file.
11. PALS - Resolution Authorizing the Submittal of an Application for the Community Development Block Grant – Public Facilities/Planning Program. To approve. See Resolutions & Ordinances.
12. PALS - Director's Report. Receive and place on file.
13. Public Works - Summary of Operations. *See action at Item 14.*

14. Public Works - Director's Report. Receive and place on file the Summary of Operations and Director's Report.
15. Register of Deeds - Budget Status Financial Report for September 2020 - Unaudited. Receive and place on file.
- 15a. Resolution & Ordinances - Discussion and Possible Action Regarding *Resolution Establishing the Brown County Energy Commission*. To approve document dated December 16th to be presented at the January County Board meeting. See Resolutions & Ordinances.
16. Acknowledging the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Dantinne and seconded by Supervisor De Wane **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10ci -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF NOVEMBER 24, 2020

1. Budget Status Financial Report for September & October 2020 – Unaudited. Receive and place on file.
2. Discussion Regarding Waterway Maintenance. Receive and place on file.
3. Director's Report.
 - a. Northern Pike Restoration Initiative Update. Receive and place on file.

A motion was made by Supervisor Dantinne and seconded by Supervisor Chu **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

No. 10d -- REPORT OF ADMINISTRATION COMMITTEE OF DECEMBER 3, 2020

1. Review minutes of:
 - a. *None.*
2. Communication from Supervisor Dantinne re: To look at ways to expand the internet services to the rural areas. Receive and place on file.
3. Communication from Supervisor Schadewald re: Request the Administration prepare an accounting of initial and ongoing costs of having computers for each supervisor. Also, I request the Administration do an RFP on computer software for meeting agenda and minutes capability.
 - i. To request Technology Services prepare an accounting of the initial and ongoing costs for having computers for each supervisors.
 - ii. To direct the TS Department to prepare options on computer software for meeting agenda/minutes capability and voting.
- *3a. Budget Adjustment Request (20-086): Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. To approve.
4. Resolution Supporting Increased Funding for Aging and Disability Resource Centers (20-112R). To approve. See Resolutions & Ordinances.
- ~~5. Resolution to Authorize Easement between Brown County and NEW Water for Underground Utilities to Benefit Fairgrounds Development (20-113R). This Item was struck from the agenda.~~
- ~~6. Resolution to Authorize Reciprocal Easement between Brown County and Private Parcel within Park Boundaries (21-114R). This Item was struck from the agenda.~~
7. Resolution Regarding Table of Organization Change for the Port & Resource Recovery Department – Resource Recovery Associate (20-117R). To approve. See Resolutions & Ordinances.

8. Resolution of Standing Committee to Create New Sub Committee or New Ad Hoc Committee (20-118R). To approve. See Resolutions & Ordinances.
9. Resolution Regarding Table of Organization Change for the Health & Human Services Department – Community Services Division Clerk III/Data Control (20-119R). To approve. See Resolutions & Ordinances.
10. Resolution Regarding Table of Organization Change for the Sheriff's Department. To approve. See Resolutions & Ordinances.
11. ~~Resolution to Approve Underground Telecommunication Easement on the Devils River State Trail (20-121R). This Item was struck from the agenda.~~
12. ~~Resolution to Approve Underground Gas Pipeline Easement on the Mountain Bay State Trail (20-122R). This Item was struck from the agenda.~~
13. Resolution in Support of Increased Child Support Funding (20-123R). To approve. See Resolutions & Ordinances.
14. Resolution Authorizing Entering Into a Contract Entitled: "Chief Elected Officials (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area" (Hereafter Referred to as the "Contract" (20-124R). To approve. See Resolutions & Ordinances.
- *14a. Resolution to Authorize Advance to PMI to Operate the Resch Exposition Center (20-127R). To refer back to Administration. See Resolutions & Ordinances.
15. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the bills.
16. County Clerk - Budget Status Financial Report for October 2020 – Unaudited. Receive and place on file.
17. County Clerk - Budget Adjustment Request (20-082): Any increase in expenses with an offsetting increase in revenue. To approve.
- *17a. County Clerk - Discussion of current safeguards against voter fraud in Brown County elections. To approve. See Resolutions & Ordinances.
18. Child Support - Budget Status Financial Report for October 2020 – Unaudited. Receive and place on file.
19. Child Support - Director Summary. Receive and place on file.
20. TS - Budget Status Financial Report for October 2020 – Unaudited. Receive and place on file.
21. TS - DoTS Monthly Report. Receive and place on file.
 - a. Granicus Demo/Presentation.
22. Treasurer - Review of Treasurers Dept. Budget Performance Report through October 2020 – Unaudited. Receive and place on file.
23. Treasurer's Report. Receive and place on file.
24. Treasurer - Discussion and possible action on the sale of the following tax deed parcel from the Wisconsin Surplus Online Auction ending 11-13-2020:

<u>Parcel #</u>	<u>Address</u>	<u>Municipality</u>	<u>Min. Starting</u>
<u>Bid</u>	<u>High Auction Bid \$</u>		
21-293-2	2123 Eastman Ave.	Green Bay	54302
\$3,500		\$ 3,900	

Proposed Conditions of Sale:

 - a. Buyer is responsible for 2020 Property Taxes.
 - b. Buyer to pay any delinquent water & sewer utility bills presented.
 - c. Buyer to pay outstanding special assessments and/or special charges.
 - d. Conveyance to be via Quit Claim Deed only. To accept the high auction bid of \$3,900 plus \$30 for Parcel 21-293-2 2123 Eastman Avenue to Jasmin Plancarte.
25. Admin and HR - Budget Adjustment Log. To approve.
26. Admin and HR - Open Enrollment (Benefits). *No action.*
27. Admin and HR - Director's Reports. Receive and place on file.

28. Corporation Counsel - Budget Adjustment Request (20-084): Reallocation between two or more departments, regardless of amount. To approve.
- *28a. Corporation Counsel - Discussion and Possible Action regarding the 12-31-2020 expiration of the Families First Coronavirus Response Act (FFCRA), which provides up to 80 hours of additional paid sick leave, as well as paid Expanded Family and Medical Leave (EFML). To direct Corporation Counsel to prepare a resolution to extend the Families First Coronavirus Response Act (FFCRA) until February 17, 2021 and provide up to 40 hours of paid Expanded Family and Medical Leave (EFML).
29. Corporation Counsel - Oral Report. *No report, no action.*
30. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Hopkins and seconded by Supervisor Peters “to adopt.”
Vote taken. Motion carried unanimously with no abstentions.

No. 10e -- REPORT OF HUMAN SERVICES COMMITTEE OF NOVEMBER 18, 2020

1. Review Minutes of:
 - a. Children with Disabilities Education Board (September 15 & 30, 2020).
 - b. Veterans’ Recognition Subcommittee (October 20, 2020).
 - i. To suspend the rules to take Items 1a & b together.
 - ii. Receive and place on file Items 1a & b.
2. Communication from Supervisor Lefebvre re: I am asking the Human Service/County Board adopt the following NACO resolution the Executive Committee passed, urging the Federal Government to - Declare Racism a National Public Health Crisis -
 - 1- Assert that racism is a public health crisis affecting our entire country.
 - 2- Leverage a racial equity lens in evaluating federal policy.
 - 3- Develop relevant policies aimed at improving health and economic opportunity in communities of color and;
 - 4- Support local, state and federal initiatives that advance social justice.
 - i. To approve the Resolution “Racism is a Public Health Crisis” provided by Supervisor Chu and forward to the County Board. No vote taken.
 - ii. To modify the resolution to strike current points 2 – 6 and add new point number 2. Create a subcommittee/work group, inclusive of community advocates, to identify ways Brown County government can address racism in its work.
 - iii. To approve as amended.
3. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.
4. Veterans - Director’s Report.
 - a. COVID-19 Update.
 - i. To hold until Aulik returns (WebEx cut out).
 - ii. Receive and place on file.
5. Aging & Disability Resource Center - Resolution Supporting Increased Funding for Aging and Disability Resource Centers. To approve. See Resolutions & Ordinances.
6. Aging & Disability Resource Center - Director’s Report.
 - a. COVID-19 Update. Receive and place on file.
7. Syble Hopp - Director’s Report.
 - a. COVID-19 Update. *No report; no action taken.*
8. Health & Human Services Department - Executive Director’s Report.
 - a. COVID-19 Update. Receive and place on file.
9. Health & Human Services Department - Financial Report for Community Treatment Center and Community Services. Receive and place on file.

10. Health & Human Services Department - Statistical Reports.
 - a) Monthly CTC Data.
 - i. Bay Haven Crisis Diversion.
 - ii. Nicolet Psychiatric Center.
 - iii. Bayshore Village (Nursing Home).
 - b) Child Protective Services – Child Abuse/Neglect Report.
 - c) Monthly Contract Update.
 - i. To suspend the rules to take Items 10 a-c together
 - ii. Receive and place on file Items 10 a-c.
11. Health & Human Services Department - Request for New Non-Contracted and Contracted Providers. To approve.
12. Audit of bills. To acknowledge receipt of the bills.

Supervisor Schadewald requested that Item #2 be pulled separately.

A motion was made by Supervisor Coenen and seconded by Supervisor Deneys **“to adopt the remainder of the report.”** Vote taken. Motion carried unanimously with no abstentions.

2. *Communication from Supervisor Lefebvre re: I am asking the Human Service/County Board adopt the following NACO resolution the Executive Committee passed, urging the Federal Government to - Declare Racism a National Public Health Crisis -*
 - 1- *Assert that racism is a public health crisis affecting our entire country.*
 - 2- *Leverage a racial equity lens in evaluating federal policy.*
 - 3- *Develop relevant policies aimed at improving health and economic opportunity in communities of color and;*
 - 4- *Support local, state and federal initiatives that advance social justice.*
 - i. To approve the Resolution “Racism is a Public Health Crisis” provided by Supervisor Chu and forward to the County Board. No vote taken.
 - ii. To modify the resolution to strike current points 2 – 6 and add new point number 2. Create a subcommittee/work group, inclusive of community advocates, to identify ways Brown County government can address racism in its work.
 - iii. To approve as amended.

A motion was made by Supervisor Schadewald and seconded by Supervisor Vander Leest **“to refer Item #2 to Executive Committee.”** Vote taken. The ayes have it in the opinion of the Chair, with Chairman Buckley voting nay.

No. 10ei -- REPORT OF SPECIAL HUMAN SERVICES COMMITTEE OF DECEMBER 15, 2020.

1. Health & Human Services - Resolution Regarding Table of Organization Change for the Health & Human Services Department – Community Services Division Clerk III/Data Control. *See Item 3.*
2. Health & Human Services - Resolution Regarding Table of Organization Change for the Health and Human Services Department – Community Services Division – Social Worker/Case Managers for CLTS Unit. *See Item 3*
3. Health & Human Services - Resolution Regarding Table of Organization Change for the Health and Human Services Department – Public Health Division – 3 Registered Nurses. Take Items 1, 2 & 3 together; Approve Items 1, 2 & 3; To state Bachelor of Science in Nursing and change the background information that this position was to be recruited in 2020 and hired in 2021; Approve as amended. See Resolutions & Ordinances.

4. Resolution Providing Limited Authority Regarding COVID-19 Matters. To approve. See Resolutions & Ordinances.
5. Resolution Extending the Declaration of Emergency Until the County Board Meets in January of 2021, and Limiting Authority. Receive and place on file. See Resolutions & Ordinance.
- 5a. Late Communication Request from Supervisor Borchardt to recreate the Mental Health Treatment Subcommittee. To approve the resolution sent by Corporation Counsel.

A motion was made by Supervisor De Wane and seconded by Supervisor Borchardt **“to adopt.”** Vote taken. Motion carried unanimously with no abstentions.

After Item #11y a motion was made by Supervisor Sieber and seconded by Supervisor by Supervisor Lund **“to reconsider Item #5a of Item #10ei.”** Vote taken. Motion carried with Supervisor Peters voting nay.

- 5a. *Late Communication Request from Supervisor Borchardt to recreate the Mental Health Treatment Subcommittee.* To approve the resolution sent by Corporation Counsel.

A motion was made by Supervisor Van Dyck and seconded by Supervisor De Wane **“to refer Item #5a to Human Services Committee.”** Vote taken. Motion carried unanimously with no abstentions.

No. 10f -- REPORT OF SPECIAL ADMINISTRATION COMMITTEE OF DECEMBER 16, 2020.

1. Resolution Regarding Table of Organization Change for the Health and Human Services Department – Community Services Division – Social Worker/Case Managers for CLTS Unit. Motion made by Supervisor Murphy, seconded by Supervisor Peters to approve.
2. Resolution Regarding Table of Organization Change for the Health and Human Services Department – Public Health Division – 3 Registered Nurses. Motion made by Supervisor Hopkins, seconded by Supervisor Murphy to approve.

A motion was made by Supervisor Schadewald and seconded by Supervisor Hopkins **“to adopt.”** Vote taken. Motion carried unanimously with no abstentions.

No. 11 -- Resolutions, Ordinances:

A motion was made by Supervisor Van Dyck and seconded by Supervisor Schadewald **“to suspend the rules and take Items #11a-#11z together.”**

Supervisor Chu requested to pull Item #11f.

Supervisor Sieber requested to pull Item #11y.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Borchardt **“to approve Items #11a-#11z, excluding Items #11f and #11y.”** Vote taken. Motion carried unanimously with no abstentions.

Budget Adjustments Requiring County Board Approval

No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

20-077 UW-Extension	Brown County Community Gardens has received \$500 from Cellcom Green Gifts as a donation for water tank cleaning.	Fiscal Impact: \$500
20-079 Parks	Parks: Budget Adjustment for a grant received by the Parks Dept for a Snowmobile Trail Reroute. The grant provides up to \$9,000 with no match required, from State Snowmobile Trail Aids funds for relocating a section of trail located in the Town of Holland on the Vandewettering property that washed out near Plum Creek. The Club will perform the work and the County will reimburse the Club from grant dollars for work performed.	Fiscal Impact: \$9,000
20-080 PSC	*2020* This budget adjustment is for the Hazmat Equipment Response Grant awarded to Brown County by Wisconsin Emergency Management.	Fiscal Impact: \$4,221
20-081 PSC	*2020* This budget adjustment is for the use of the Hazmat fund balance for the purchase of standard supplies for the Hazmat team. Annually, the Hazmat team spends approx. \$7,000-\$10,000 on this grant. Every 4 years, the EPCRA Computer & Hazmat Equipment grant allows the purchase of up to \$6,000 in computer equipment for utilization by Emergency Management. EM has claimed their \$6,000 of the grant for this year, but would still like to allow the Hazmat team to purchase all of their standard supplies. Normally these supplies would be funded entirely by the grant, but with EM claiming their allotted \$6,000, we would like to utilize the Hazmat fund balance to cover the remainder of the Hazmat team supplies not covered by the grant this year.	Fiscal Impact: \$6,000
20-082 Clerk	These funds were awarded to the County Clerk's Office through available HAVA funding for the purpose of improving election security. In order to garner the funds, a grant narrative was submitted outlining how the funds were intended to be used if received. Additionally, certain IT benchmarks were required before funds were awarded. As such, the below transfers distribute the funds to the proper County Clerk and Information Technology budget accounts.	Fiscal Impact: \$94,800

20-083 Sheriff	This 2020 budget adjustment is to increase non-governmental grant revenue and related supplies expense for a grant from the Crime Prevention Funding Board. Funds are earmarked to purchase 500 yard signs reminding drivers to slow down in areas where children play.	Fiscal Impact: \$3,243
20-084 Corp Counsel	Request to use contingency funds for ongoing legal services in Corporation Counsel Office pertaining to the Brown County Taxpayers Association sales tax lawsuit, and to the Gannet Co., Inc/Green Bay Press Gazette Public Records lawsuit. Approximately \$35,000 of this is needed immediately for incurred bills, and the other \$65,000 is needed for anticipated bills. Contingency Fund Balance = \$223,526	Fiscal Impact: \$100,000
20-086 Executive	These funds will be used to produce report card, updated phosphorus load assessment, and long-term loading trend analysis for Alliance for Great Lakes grant matching. These are critical measurers needed for federal and state funding.	Fiscal Impact: \$0
21-001 Sheriff	This 2021 budget adjustment is to increase grant revenue and increase supplies expense to participate in Homeland Security WEM Tactical Bomb Tech Tool Kit (2) grant (2020-HSW-02A-12278). The grant provides funds for the purchase of six kits that allow bomb squads to diagnose, detect and render safe possible IED threats at sporting events, concerts, dignitary protection, active shooters and other situations. One of the six kits will be retained by Brown County and the remainder distributed to other regional bomb teams. Each kit costs approximately \$6,917 incl. shipping and includes metal detectors and assorted other tools. Brown County's kit is budgeted as supplies, the other units budgeted as grant expenditures. There is no local match required for this grant.	Fiscal Impact: \$41,500
21-002 Sheriff	This 2021 budget adjustment is to increase grant revenue and increase supplies expense to participate in Homeland Security WEM ALERT DIVE Personal Protection Gear grant (2020-HSW-02A-12288). The grant provides funds for the purchase of various diving equipment including dry suits, helmets, gloves face masks, radio accessories and lighting. Grant period is 10/19/20-5/31/21 but to be completed budgeted in 2021. There is no local match required for this grant.	Fiscal Impact: \$20,000

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EDUCATION & RECREATION
COMMITTEE

PLANNING, DEVELOPMENT &

TRANSPORTATION COMMITTEE
PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-128R

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustments listed above.

ATTACHMENTS TO RESOLUTION #11A
ON THE FOLLOWING PAGES

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
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- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Comm

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board *EB*

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Brown County Community Gardens has received \$500 from Cellocm Green Gifts as a donation for water tank cleaning.

Fiscal Impact*: \$ 500

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.4901	Donations	\$ 500
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.083.001.5700	Contracted Services	\$ 500
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

Judith Knudsen

Digitally signed by Judith Knudsen
Date: 2020.10.22 11:08:59 -05'00'

Signature of Department Head

Department: Extension

Date: 10.22.2020

AUTHORIZATIONS

Troy Strackebach

Troy Strackebach (Oct 22, 2020 13:43:06)

Signature of DOA or Executive

Date: Oct 22, 2020

Revised 12/17/19

Submit Form

11a

BUDGET ADJUSTMENT REQUEST

20-079

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
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- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Comm

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board *OK*

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Parks: Budget Adjustment for a grant received by the Parks Dept for a Snowmobile Trail Reroute. The grant provides up to \$9,000 with no match required, from State Snowmobile Trail Aids funds for relocating a section of trail located in the Town of Holland on the Vandewettering property that washed out near Plum Creek. The Club will perform the work and the County will reimburse the Club from grant dollars for work performed.

Fiscal Impact*: \$ 9,000

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.062.001.5800.300	Grant Exp. - Snowmobile Clubs	\$ 9,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.062.001.4302	State Grant and Aid Revenue	\$ 9,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

EB
18

Matt Kriese

Digitally signed by Matt Kriese
Date: 2020.11.03 10:06:28
+06'00'

AUTHORIZATIONS

Troy Streckenbach

Troy.Streckenbach@ilcs.17.20201111.0371

Signature of Department Head

Signature of DOA or Executive

Department: Parks

Date: Nov 17, 2020

Date: 11/03/2020

Revised 12/17/19

Submit Form

11a

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation
Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
• Reallocation to another account strictly for tracking or accounting purposes
• Allocation of budgeted prior year grant not completed in the prior year
Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
Admin Comm
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
Oversight Comm
2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount
Oversight Comm
2/3 County Board
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
Oversight Comm
2/3 County Board *EB*
- ☐ 8 Any allocation from a department's fund balance
Oversight Comm
2/3 County Board
- 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

2020 This budget adjustment is for the Hazmat Equipment Response Grant awarded to Brown County by Wisconsin Emergency Management.

Fiscal Impact*: \$ 4,221

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.4302	Hazmat State Grant Revenue	\$ 4,221 <i>EB</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.5395	Hazmat Equipment Nonoutlay	\$ 4,221 <i>EB</i>
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS

Troy Streckenbach

Troy Streckenbach (Nov 17, 2020 12:08 C-ST)

Signature of DOA or Executive

Date: Nov 17, 2020

Signature of Department Head

Department: PSC

Date: 11-4-2020

Revised 12/17/19

Submit Form

11a

20-081

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
 • Reallocation to another account strictly for tracking or accounting purposes
 • Allocation of budgeted prior year grant not completed in the prior year Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). Admin Comm
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. Oversight Comm
2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount Oversight Comm
2/3 County Board
- ☐ 7 Any increase in expenses with an offsetting increase in revenue Oversight Comm
2/3 County Board
- ☒ 8 Any allocation from a department's fund balance Oversight Comm
2/3 County Board *CEB*
- 9 Any allocation from the County's General Fund (requires separate Resolution)
 After County Board approval of the resolution, a Category 4 budget adjustment must be prepared. Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

"2020" This budget adjustment is for the use of the Hazmat fund balance for the purchase of standard supplies for the Hazmat team. Annually, the Hazmat team spends approx. \$7,000-10,000 on this grant. Every 4 years the EPCRA Computer & Hazmat Equipment grant allows the purchase of up to \$6,000 in computer equipment for utilization by Emergency Management. EM has claimed their \$6,000 of the grant for this year, but would still like to allow the Hazmat team to purchase all of their standard supplies. Normally these supplies would be funded entirely by the grant, but with EM claiming their allotted \$6,000, we would like to utilize the Hazmat fund balance to cover the remainder of the Hazmat team supplies not covered by the grant this year.

Fiscal Impact*: \$ 6,000

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input checked="" type="checkbox"/>	101.3100.500	Hazmat Fund Balance	\$ 6,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	101.013.011.045.5300	Hazmat Supplies	\$ 6,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS

Signature of Department Head

Department: PSC

Date: 11-4-2020

Troy Streckenbach

Troy Streckenbach (Nov 17, 2020 16:17 CST)

Signature of DOA or Executive

Date: Nov 17, 2020

Revised 12/17/19

Submit Form

11a

BUDGET ADJUSTMENT REQUEST

20-082

Category

Approval Level

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> Reallocation to another account strictly for tracking or accounting purposes Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 | a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). | Admin Comm |
| <input type="checkbox"/> 5 | b) Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board <i>CHP</i> |
| <input type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| 9 | Any allocation from the County's General Fund (requires separate Resolution)
<i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i> | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:

These funds were awarded to the County Clerk's Office through available HAVA funding for the purpose of improving election security. In order to garner the funds, a grant narrative was submitted outlining how the funds were intended to be used if received. Additionally, certain IT benchmarks were required before funds were awarded. As such, the below transfers distribute the funds to the proper County Clerk and Information Technology budget accounts.

Fiscal Impact: \$ 94,800

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount	
X		710.022.001.5330	Books, periodicals, subscription	\$ 5,000	
X		710.022.002.6110	Outlay Equipment (\$5,000+)	\$ 22,000	DD
	X	710.022.002.6110.900	Outlay Contra	\$ 22,000	DD
X		710.022.001.5395.003	Equipment - nonoutlay technology	\$ 38,000	
X		100.019.014.5395.003	Equipment - nonoutlay technology	\$ 19,000	
X		100.019.014.5306.100	Maintenance agreement Software	\$ 10,000	
X		100.019.014.5307.100	Repairs and maintenance equipment	\$ 800	

AUTHORIZATIONS

[Signature]
Signature of Department Head

Troy Streckenbach

Troy Streckenbach (Nov 13, 2020 08:40 CST)

Signature of DOA or Executive

Department: County Clerk

Date: Nov 23, 2020

Date: 11-17-2020

Revised 12/17/19

Submit Form

11a

BUDGET ADJUSTMENT REQUEST

20-083

Category

Approval Level

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). | Admin Comm |
| <input type="checkbox"/> 5 b) | Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board <i>CO</i> |
| <input type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| 9 | Any allocation from the County's General Fund (<i>requires separate Resolution</i>)
<i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i> | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:

This 2020 budget adjustment is to increase non-governmental grant revenue and related supplies expense for a grant from the Crime Prevention Funding Board. Funds are earmarked to purchase 500 yard signs reminding drivers to slow down in areas where children play.

Fiscal Impact*: \$3,243

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4904	Grants	\$3,243	<i>DH</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5300	Supplies & expense	\$3,243	<i>DR</i>
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

AUTHORIZATIONS

L. O. O. Delain
Signature of Department Head
Department: *Sherriff*
Date: *11-19-20*

Troy Strackenbach
Troy Strackenbach (Nov 23, 2020 08:16 CST)
Signature of DOA or Executive
Date: *Nov 23, 2020*

Revised 12/3/18

11a

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
 • Reallocation to another account strictly for tracking or accounting purposes
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2/3 County Board
- ☒ 6 Reallocation between two or more departments, regardless of amount Oversight Comm
2/3 County Board *GW*
- ☐ 7 Any increase in expenses with an offsetting increase in revenue Oversight Comm
2/3 County Board
- ☐ 8 Any allocation from a department's fund balance Oversight Comm
2/3 County Board
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 After County Board approval of the resolution, a Category 4 budget adjustment must be prepared. Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Request to use contingency funds for ongoing legal services in Corporation Counsel Office pertaining to the Brown County Taxpayers Association sales tax lawsuit, and to the Gannett Co., Inc./Green Bay Press Gazette Public Records lawsuit. Approximately \$35,000 of this is needed immediately for incurred bills, and the other \$65,000 is needed for anticipated bills.

Contingency Fund Balance = \$223,526

Fiscal Impact: \$100,000

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.016.001.5716.200	Legal Services-Sales Tax	\$100,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.016.001.9004	Intrafund Transfer In	\$100,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.090.5394	Gen. Govt Contingency	\$100,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.090.9005	Gen Govt. Intrafund Transfer Out	\$100,000


 Signature of Department Head

Department: Corporation CounselDate: 11/24/2020

AUTHORIZATIONS

Troy Streckenbach
 Troy Streckenbach (Nov 24, 2020 11:36 CST)

Signature of DOA or Executive

Date: Nov 24, 2020

BUDGET ADJUSTMENT REQUEST

<u>Category</u>	<u>Approval Level</u>
<input type="checkbox"/> 1 Reallocation from one account to another in the same level of appropriation	Dept Head
<input type="checkbox"/> 2 Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year 	Director of Admin
<input type="checkbox"/> 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
<input type="checkbox"/> 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
<input type="checkbox"/> 5 a) Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).	Admin Comm
<input checked="" type="checkbox"/> 5 b) Reallocation of <u>more than 10%</u> of the funds originally appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
<input type="checkbox"/> 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
<input type="checkbox"/> 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
<input type="checkbox"/> 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
9 Any allocation from the County's General Fund (<i>requires separate Resolution</i>) <i>After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.</i>	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

These funds will be used to produce report card, updated phosphorus load assessment, and long term loading trend analysis for Alliance for Great Lakes grant matching. These are critical measurers needed for federal and state funding.

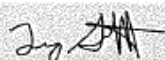
Fiscal Impact*: \$ 0

**Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.*

Increase	Decrease	Account #	Account Title	Amount
<input type="checkbox"/>	<input checked="" type="checkbox"/>	100.029.001.5100	Regular Earnings	\$ 20,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.029.001.5700	Contracted Services	\$ 20,000
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS

Signature of Department Head
Department: _____
Date: _____



Signature of DOA or Executive
Date: 11/30/2020

Revised 12/17/19

Submit Form

11a

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
 • Reallocation to another account strictly for tracking or accounting purposes
 • Allocation of budgeted prior year grant not completed in the prior year Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation County Exec
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2/3 County Board
- ☐ 6 Reallocation between two or more departments, regardless of amount Oversight Comm
2/3 County Board
- ☒ 7 Any increase in expenses with an offsetting increase in revenue Oversight Comm
2/3 County Board *OK*
- ☐ 8 Any allocation from a department's fund balance Oversight Comm
2/3 County Board
- 9 Any allocation from the County's General Fund (requires separate Resolution)
 After County Board approval of the resolution, a Category 4 budget adjustment must be prepared. Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

This 2021 budget adjustment is to increase grant revenue and increase supplies expense to participate in Homeland Security WEM Tactical Bomb Tech Tool Kit (2) grant (2020-HSW-02A-12278). The grant provides funds for the purchase of six kits that allow bomb squads to diagnose, detect and render safe possible IED threats at sporting events, concerts, dignitary protection, active shooters and other situations. One of the six kits will be retained by Brown County and the remainder distributed to other regional bomb teams. Each kit costs approximately \$6,917 incl. shipping and includes metal detectors and assorted other tools. Brown County's kit is budgeted as supplies, the other units budgeted as grant expenditures. There is no local match required for this grant.

Fiscal Impact*: \$41,500

<u>Increase</u>	<u>Decrease</u>	<u>Account #</u>	<u>Account Title</u>	<u>Amount</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grants	\$41,500
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5395	Supplies	\$6,917 <i>DH</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5800	Grant Expenses	\$34,583
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS

W. J. Delain
 Signature of Department Head

Department: *Sheriff*

Date: *10-19-20*

Troy Strackbach
 Troy Strackbach (Deputy, Adult Probation)

Signature of DOA or Executive

Date: Oct 20, 2020

BUDGET ADJUSTMENT REQUEST

21-002

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

Dept Head
 Director of Admin
 County Exec
 County Exec
 Admin Comm
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 2/3 County Board
 Oversight Comm
 Admin Committee
 2/3 County Board

Justification for Budget Change:

This 2021 budget adjustment is to increase grant revenue and increase supplies expense to participate in Homeland Security WEM ALERT DIVE Personal Protection Gear grant (2020-HSW-02A-12288). The grant provides funds for the purchase of various diving equipment including dry suits, helmets, gloves face masks radio accessories and lighting. Grant period is 10/19/20-5/31/21 but to be completed budgeted in 2021.

There is no local match required for this grant.

Fiscal Impact*: \$20,000

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.4301	Federal grants	\$20,000
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5395	Supplies	\$10,020
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.074.001.5800	Equipment non-outlay	\$9,980
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

AUTHORIZATIONS

Scott J. Delain
 Signature of Department Head
 Department: Sheriff
 Date: 10-19-20

Troy Strackbach
 Signature of DOA or Executive
 Date: Oct 20, 2020

Revised 12/3/18

11a

Administration Committee

No. 11b -- RESOLUTION OF STANDING COMMITTEE TO CREATE NEW SUB COMMITTEE OR NEW AD HOC COMMITTEE (BROADBAND).

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a Brown County Standing Committee desires to create a new Ad Hoc Committee or Sub Committee, as follows:

1. Name and Type of Sub or Ad Hoc Committee (NOTE: *Sub Committees* meet and exist for an extended and indefinite amount of time, while *Ad Hoc Committees* only meet and exist until their purpose is accomplished, typically by submission of Findings and/or a Report to the Standing Committee): **Broadband Ad Hoc Committee.**
2. Purpose of Committee: **To examine strategies to improve the delivery of broadband services to Brown County Residents, and to make recommendations to the Administration Committee.**
3. Number of Members: **Seven.**
4. Selection of Members: **Appointed by Administration Committee Chair, Confirmed by Administration Committee Members.**
5. Special Member Criteria: Required members include: 1) **Chair of Administration Committee** or Designee; 2) a **Second County Board Supervisor**; and the rest of the committee shall be made up of **Members of the Public**, which may include off-duty Brown County employees.
6. Term of Members: **Three Years.**
7. Selection of Officers: 1) a *Chair* to set the Agenda and run the Sub or Ad Hoc Committee; 2) A *Vice-Chair* to act in the Chair's stead when needed; and 3) a *Secretary* to prepare the Agenda at direction of the Chair and to take Minutes, and to forward both to the County Clerk's Office, shall be **nominated and selected by majority vote of the Sub and/or Ad Hoc Committee** at the start of each calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Broadband Ad Hoc Committee is hereby authorized and approved to be created and act as described above in this Resolution.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-118R

Authored by: Corporation Counsel at Direction of Administration Committee

Approved by: Corporation Counsel

ATTACHMENT TO RESOLUTION #11B

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-24-2020
REQUEST TO: Administration Comm and Co Bd
MEETING DATE: 12-03-2020 and 12-16-2020
REQUEST FROM: Dave Hemery per Admin Comm
Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION OF STANDING COMMITTEE TO CREATE NEW SUB COMMITTEE OR NEW AD HOC COMMITTEE

ISSUE/BACKGROUND INFORMATION:

Administration Committee desires to create Broadband Ad Hoc Committee

ACTION REQUESTED:

Review and approve

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
 2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
 3. Please provide supporting documentation of fiscal impact determination.
- ☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11b

No. 11c -- RESOLUTION IN SUPPORT OF INCREASED CHILD SUPPORT FUNDING.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County administers the Child Support Enforcement Program on behalf of the state, providing services to 14,200 Brown County residents including paternity establishment, obtaining child support and health insurance orders for children, and enforcing and modifying those orders; and

WHEREAS, our children's well-being, economic security and success in life are enhanced by parents who provide financial and emotional support; and

WHEREAS, County child support agencies collected \$935 Million in child support during 2019, and established 98,405 health insurance orders for Wisconsin children; and

WHEREAS, Brown County's Child Support Agency provides services to children as well as custodial and non-custodial parents that reduce childhood poverty rates, establish parental rights and promote the involvement of both parents in the lives of their children; and

WHEREAS, the economic security and social service programs provided by Brown County Child Support Agency are needed by Wisconsin children and families now more than ever due to the economic downturn caused by COVID19; and

WHEREAS, state funding for county child support services has failed to keep up with county agency costs, which have steadily increased due to growing caseloads, inflation and new federal regulations; and

WHEREAS, Wisconsin's Child Support Enforcement Program has fallen from 2nd in the nation for collecting current support to 5th; and

WHEREAS, Wisconsin's decreased performance has led to the state losing out on an estimated \$70,000 in potential federal incentive payments between Calendar Year 2019 and 2020; and

WHEREAS, an abrupt federal interpretation change in June 2019 eliminated \$4.2 million in federal birth cost recovery matching funds for Wisconsin; and

WHEREAS, Wisconsin's strong performance in child support is at risk without additional state funding. Further drops in performance would result in additional reductions to federal funding for Wisconsin; and

WHEREAS, decreased federal funding results in less funding for Brown County's child support agency. This could lead to reductions in child support enforcement staff and services and reduced child support collections; and

WHEREAS, new state investments in child support are amplified by a generous federal match. Every \$1 of state GPR invested in the Child Support Program generates roughly \$2 in federal matching funds; and

WHEREAS, Wisconsin's Child Support Enforcement Program is incredibly cost-effective, collecting an average of \$6.20 in support for every dollar invested in the program.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors respectfully requests that state funding for county child support agencies be increased by \$4 million GPR in each fiscal year of the 2021-23 Wisconsin state budget, which will generate approximately \$7.7 million in additional federal funding each year. This investment will ensure that Wisconsin counties can continue to effectively provide economic support to our children; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded by the County Clerk to the Governor of the State of Wisconsin, State Senators and State Representatives representing Brown County, the Secretary of the Wisconsin Department of Administration, and the Wisconsin Counties Association for consideration.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The cost to carry out this resolution is \$6.03 and will be covered with the department's current budget.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-123R

Authored by Corporation Counsel

Final Draft Approved by Corporation Counsel's Office

ATTACHMENT TO RESOLUTION #11C
ON THE FOLLOWING PAGE

CHILD SUPPORT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

PHONE: (920) 448-4090 FAX: (920) 448-4101



Maria Lasecki

CHILD SUPPORT DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: November 23, 2020
REQUEST TO: Administration Committee and County Board of Supervisors
MEETING DATE: 12/3/2020 and 12/16/2020, respectively
REQUEST FROM: Maria Lasecki
Child Support Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution in Support of Increased County Child Support Funding

ISSUE/BACKGROUND INFORMATION:

Prior to a GPR funding increase of \$765,000 provided in the 2019-21 state budget, state funding for the program had been flat—or cut—for nearly a decade. Additionally, the Federal Office of Child Support Enforcement issued guidance in June 2019 stating that birth cost expenses are no longer eligible to receive federal matching funds. This abrupt interpretation change occurred with little warning and will result in a loss of \$4.2 million per year in federal funding for Wisconsin county child support agencies. Furthermore, Wisconsin's dip in performance on the federal incentive measures has also resulted in the state missing out on an estimated \$70,000 in incentive payments between Calendar Year (CY) 2019 and CY 2020.

ACTION REQUESTED:

The Child Support Agency wishes to request that the board support the resolution for a funding increase of \$4 million GPR in each fiscal year of the 2021-23 Wisconsin state budget, which will generate approximately \$7.7 million in additional federal funding each year.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$ 6.03
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? Mailing cost – 210.017.001.5601.300
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11c

No. 11d -- **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
"CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM AGREEMENT
BETWEEN THE COUNTIES OF THE WISCONSIN BAY WORKFORCE
DEVELOPMENT AREA" (HEREAFTER REFERRED TO AS THE
"CONTRACT").**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-124R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. A clause in the contract creates an unknown financial liability to the County if the organization misuses WIOA grants funds.

**ATTACHMENTS TO RESOLUTION #11D
ON THE FOLLOWING PAGES**



**CHIEF ELECTED OFFICIALS (CEO) CONSORTIUM AGREEMENT
BETWEEN THE COUNTIES OF THE WISCONSIN
BAY WORKFORCE DEVELOPMENT AREA**

**Initiated October 1, 2012, Amended May 19, 2016
Submitted for County Renewal 6-11-2020**

This Chief Elected Officials (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area, was made and entered into on October 1, 2012, submitted for county renewal June 11, 2020, and amended pursuant to Public Law, by and between the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano and Sheboygan, as bodies corporate organized under the Laws of the State of Wisconsin.

RECITALS

WHEREAS, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) enacted July 22, 2014, authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and

WHEREAS, under WIOA §106 (b), the Wisconsin Governor ("Governor") has designated eleven (11) Workforce Development Areas ("WDAs") within the State to administer the provisions of the WIOA; and

WHEREAS, the WDA, designated by the Governor, for the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan (collectively, "Counties;" individually, "County") is the Wisconsin Bay Workforce Development Area ("Bay WDA"); and

WHEREAS, the WIOA, as well as *Wisconsin Statute* §66.0301, provides counties within a WDA the authority to enter into consortium agreements so as to allow them to define their roles and duties in administering the applicable provisions of the WIOA; and

WHEREAS, in accordance therewith, the Board of Supervisors for each county in the Bay WDA adopted resolutions authorizing their respective Chief Local Elected Official ("CLEO") to enter into this Chief Elected Official (CEO) Consortium Agreement Between the Counties of the Wisconsin Bay Workforce Development Area ("Agreement"), for the purpose of carrying out WIOA §107.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Counties, through their respective CEOs, do hereby agree as follows:

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317 W. Walnut Street | Green Bay, WI 54303 | (920) 431-4100

Bay Area WDB

Page 1 of 19

11d

AGREEMENT
SECTION I – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply to the following terms/acronyms:

- A. “County Consortium” – shall refer to the eleven (11) counties of the Bay WDA that, through their respective Chief Elected Officials (CEOs), have constituted themselves to be a Consortium per *Wisconsin Statutes* §66.0301.
- B. “Local Elected Officials Board / Workforce Development Board (WDB) Joint Agreement” (“Joint Agreement”) – shall refer to that agreement entered into between the LEO Board and the, pursuant to WIOA §107 and §121, for purposes of memorializing their respective partnership obligations thereunder.
- C. Chief Elected Official (“CEO”) – shall refer to the County Executive of the counties that have an office of County Executive under *Wisconsin Statutes* Chapter 59, and shall refer to the Board Chair of those counties that do not have an office of County Executive thereunder.
- D. Consortium Chief Local Elected Official (“CLEO”) – shall refer to that Local Elected Official (LEO) selected by the LEO Board per its duly enacted “Local Elected Officials Bylaws of the Consortium” (“LEO Bylaws”) to serve as the Chair of the LEO Board under WIOA. The CLEO selected hereunder must be an elected official of the County.
- E. “Designee” – shall refer to that individual designated by his/her CEO under applicable LEO Bylaws to serve, in place of said CEO, as one of the eleven (11) LEO Board members; provided that he/she is an elected official of his/her respective County.
- F. “LEO Board” – shall refer to the eleven-member board of commissioners appointed to act as the Bay WDA’s County Consortium governing unit and legal representatives, the membership of which shall:
 - 1. Consist of each County’s CEO or Designee; and
 - 2. Shall be maintained in accordance with the governing LEO Bylaws, as may be amended from time to time.
- G. “Workforce Development Board” (“WDB”) – shall refer to the entity appointed by the LEO Board, pursuant to WIOA §107, to provide in partnership with the LEO Board, policy and strategic guidance for, and exercise oversight with respect to, WIOA programs, services, and activities in the WDA.
- H. “Local Plan” – shall refer to the 4-year comprehensive Local Plan developed by the WDB in partnership with the LEO Board in a manner consistent with the State plan, as well as WIOA §108.
- I. “Memorandum of Understanding” (“MOU”) – shall refer to the agreement pursuant to WIOA §121 (c), developed by the WDB and approved by the LEO Board, entered into between the WDB and respective One-Stop Partners in regards to the WDA’s One-Stop Delivery System.
- J. “One-Stop Delivery System” (“OSDS”) – shall refer to the system that, at a minimum, makes accessible, through One-Stop Operators selected by the WDB and the LEO Board, at not less than one physical center in each WDA, the services described within WIOA §121 (e).

- K. “Workforce Investment System” – shall refer to the statewide system developed with WIOA funds, to provide WIOA programs, services, and activities through a One-Stop Delivery System (OSDS).

AGREEMENT

SECTION II – ESTABLISHMENT OF THE CONSORTIUM.

- A. Pursuant to *Wisconsin Statute* §66.0301, the Counties of the Bay WDA – Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Menominee, Oconto, Outagamie, Shawano, and Sheboygan, through their respective CEOs, do hereby constitute themselves to be the Bay Workforce Development Area Chief Elected Official (CEO) Consortium (“Consortium”) for purposes of WIOA §107.
- B. In establishing said Consortium, each County, or any combination thereof, reserves the right to petition the Governor to become a separate district or WDA without requiring the approval of the other Counties so long as notice, in the manner set forth in the governing LEO Bylaws, is provided to each County in advance, and the related petition complies with governing law.
- C. The Counties may terminate this Agreement in the event that expected or actual funding from the State or Federal governments, or other sources, is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible, effective only upon advance notice of termination with receipt acknowledged by each County and the Governor.
- D. The Consortium may be dissolved, and this Agreement rescinded; provided that consent from all County Board Supervisors and the Governor is obtained in advance thereof.
- E. In the event that the WDA’s WDB and the LEO Board fails to agree upon the development and/or submission of the Local Plan created pursuant to WIOA, and/or the choice of a grant recipient or sub-grant recipient, as more fully referred to herein, the Governor shall re-designate a local WDA under WIOA §106, thereby terminating this Agreement.
- F. Any County that withdraws from the Consortium, whether through the aforementioned petition, termination, or dissolution provisions, shall remain solely responsible for its proportionate share of any and all liabilities, as determined by the LEO Board, that in any way relate to any period prior to said County’s withdrawal.

AGREEMENT

SECTION III – GOVERNANCE/ORGANIZATION OF THE CONSORTIUM

- A. The Consortium shall exercise those powers granted to CEOs under WIOA through its governing unit and legal representative, the LEO Board – an eleven (11) member board of commissioners whose membership must consist of each County's CEO or Designee, who must be an elected official of the same county and shall be maintained consistent with the governing LEO Bylaws and Joint Agreement, as may be amended from time to time.
- B. In accordance with its bylaws, the LEO Board shall elect from its membership a Chair, a Vice-Chair, and such other officers as may be provided for therein, and any vacancies hereunder shall be filled by election, in accordance with the applicable bylaws, for the remainder of the unexpired term.
- C. Along with any additional duties proscribed within the LEO Bylaws, and unless stated otherwise, the Chair of the LEO Board shall serve as the Consortium Chief Local Elected Official (CLEO), his/her term of which shall be specified within the LEO Bylaws, for purposes of WIOA §107; shall execute all documents and contracts as authorized by the LEO Board; shall appoint a staff person of one of the Counties or the administrative entity, if the latter exists, to serve as the Board Clerk; and shall have the authority to speak on behalf of the Consortium in all matters relating to WIOA.
- D. Along with any other appointments set forth in the LEO Bylaws or Joint Agreement, and so long as consistent therewith, the LEO Board, subject to Governor certification under WIOA §106, shall appoint a WDB to set policy for the Workforce Investment System in the WDA, the minimal composition of which must include:
 - 1. A majority of representatives who are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority, who represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the WDA, and are appointed from among individuals nominated by local business organizations and business trade associations;
 - 2. Not less than 20 percent of representatives of the workforce within the local area who shall include representatives of labor organizations nominated by local labor federations; and a representative who shall be a member of a labor organization or a training director from a joint labor-management apprenticeship program.

In addition, representatives in this category may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve Veterans or that provide or support competitive integrated employment for individuals with disabilities; and organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

- 3. Representatives of entities administering education and training activities in the local area, who shall include a representative of eligible providers administering adult education and

literacy activities under Title II; a representative of institutions of higher education providing workforce investment activities (including community colleges); and may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

4. Representatives of governmental and economic and community development entities serving the WDA, who shall include a representative of economic and community development entities; a representative from the State employment service office under the Wagner-Peyser Act serving the WDA; a representative of the programs carried out under Title I of the Rehabilitation Act of 1973 serving the WDA; and may include representatives of agencies or entities administering programs serving the WDA relating to transportation, housing, and public assistance; and may include representatives of philanthropic organizations serving the WDA.
 5. May include other individuals or representatives of entities as the Chief Elected Official may determine to be appropriate. If, after a reasonable effort, the LEO Board is unable to agree on the above appointments, the Governor may appoint the WDB members from individuals so nominated or recommended, pursuant to WIOA §107 (c) (1) (B) (ii). The WDB duly appointed by the LEO Board, pursuant to WIOA §107, shall be known as the Bay Area Workforce Development Board ("Bay Area WDB" or herein, "WDB").
- E. When WDB vacancies occur, the LEO Board will solicit nominations from appropriate business, education, state, and community organizations throughout the region to fill workforce development area Board vacancies. All LEO Board members may submit such nominations. The WDA Administrative Entity will carry out the required process for accepting nominations and properly record all such nominations for the LEO Board.
- F. Unless specifically designated otherwise in the Bylaws or Joint Agreement, and so long as is consistent therewith, the LEO Board shall serve as the Local Grant Recipient ("Grant Recipient") for WIOA grant funds allocated to the WDA, and shall be liable in the manner more fully set forth herein, for any misuse thereof. The LEO Board shall retain said liability regardless of whether it amends the Bylaws or Joint Agreement for purposes of designating another entity to be the Grant Recipient. Additionally, the LEO Board shall designate an entity to serve as the Local Grant Sub-Recipient ("Sub-Recipient") for WIOA grant funds allocated to the WDA. Unless, and until such time that the Bylaws and Joint Agreement are amended to designate another entity and, so long as consistent therewith, the Sub-Recipient for the WDA shall be the WDB. This Sub-Recipient designation, as well as any subsequent designation hereunder, shall not relieve the LEO Board of the liability for any misused WIOA grant funds.
- G. There shall be established, as a subgroup of the WDB, a Youth Standing Committee whose membership shall be appointed, in cooperation with the LEO Board, by the WDB, and shall assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth [Sec. 107 (b)(4)(ii)]. The Youth Standing Committee shall:
1. Coordinate area-wide youth services;
 2. Assist with planning

3. Oversee operational programs related to youth services
4. Design and build comprehensive youth services at the local level
5. Identify gaps in services and develop a strategy to use competitive selections or community partnerships to address the unmet needs of youth
6. Coordinate youth policy
7. Ensure quality services
8. Leverage financial and programmatic resources
9. Recommend eligible youth service providers

The Youth Standing Committee shall be chaired by a member of the WDB and include members of community-based organizations with a demonstrated record of success in serving eligible youth, and may include other individuals with appropriate expertise and experience, parents, participants, and youth, as well as program representatives from:

- i. Education and Training
- ii. Vocational Rehabilitation
- iii. Health and Mental Health
- iv. Housing and Public Assistance
- v. Justice, including juvenile justice
- vi. Philanthropy
- vii. Economic and Community Development
- viii. Employers

- H. To receive funding under WIOA §128, a One-Stop Delivery System (“OSDS”) shall be established, through WDB designation provided that it is consistent with WIOA §107 and §121, and approved by the LEO Board of a One-Stop Operator, that, at a minimum and in a manner consistent with WIOA §121 (d), shall make the following programs, services, and activities accessible at not less than one physical center within the WDA:
1. Provide the career services described in WIOA §134 (c) (2);
 2. Provide access to training services as described in WIOA §134 (c) (3), including serving as the point of access to training services for participants in accordance with WIOA §134 (c) (3) (G);
 3. Provide access to the employment and training activities carried out under WIOA §134 (d), if any;
 4. Provide access to programs and activities carried out by One-Stop Partners described in subsection (b);
 5. Provide access to the data, information, and analysis described in §15 (a) of the Wagner-Peyser Act [29 U.S.C. 491-2 (a)] and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.).

AGREEMENT

SECTION IV – ADMINISTRATION OF THE CONSORTIUM

As the Consortium's governing unit, the LEO Board shall exercise ongoing oversight of WDB activities; maintain an ongoing relationship with the WDB; and work in tandem with the WDB for purposes of carrying out WIOA programs, services, and activities. However, unless provided otherwise by WIOA or herein, the details of how the LEO Board and the WDB will work together to accomplish the same, shall be negotiated and contained in an Agreement consistent with WIOA §107 and §116. The aforementioned Agreement, entered into in a manner consistent herewith, is the Local Elected Officials Board / Bay Area Workforce Development Board Joint Agreement ("Joint Agreement"), as may be amended from time to time. Notwithstanding, the LEO Board either exclusively, or in cooperation with the WDB, must comply with the following WIOA mandates:

- A. The LEO Board shall consult with the Governor on the designation or re-designation of a WDA in the manner provided for under WIOA §106;
- B. In partnership with the WDB, the LEO Board shall develop, approve, and submit to the Governor, a Local Plan, including any revisions thereto, that is consistent with the corresponding State Plan, as well as WIOA §108, including, at a minimum, the following therein:
 1. A description of the strategic planning elements consisting of—
 - a. An analysis of the regional economic conditions including—
 - (i) existing and emerging in-demand industry sectors and occupations; and
 - (ii) the employment needs of employers in those industry sectors and occupations;
 - b. An analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations;
 - c. An analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment;

- d. An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region;
 - e. A description of the WDB's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in WIOA §116 (b)(2) (A) in order to support regional economic growth and economic self-sufficiency; and
 - f. Taking into account analyses described in subparagraphs (a) through (d), a strategy to work with the entities that carry out the core programs to align resources available to the local area, to achieve the strategic vision and goals described in subparagraph (c);
2. A description of the workforce development system in the local area that identifies the programs that are included in that system and how the WDB will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services, including programs of study authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), that support the strategy identified in the State plan under §102 (b) (1) (E);
3. A description of how the WDB, working with the entities carrying out core programs, will expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, including how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and improve access to activities leading to a recognized postsecondary credential (including a credential that is an industry-recognized certificate or certification, portable, and stackable);
4. A description of the strategies and services that will be used in the local area—
- a. in order to—
 - i. facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs;
 - ii. support a local workforce development system that meets the needs of businesses in the local area;
 - iii. better coordinate workforce development programs and economic development;
 - iv. strengthen linkages between the OSDS and unemployment insurance programs; and

- b. that may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies, designed to meet the needs of employers in the corresponding region in support of the strategy described in paragraph (1) (f);
- 5. A description of how the local board will coordinate workforce investment activities carried out in the local area with economic development activities carried out in the region in which the local area is located (or planning region), and promote entrepreneurial skills training and microenterprise services;
- 6. A description of the One-Stop Delivery System (OSDS) in the local area, including—
 - a. A description of how the local board will ensure the continuous improvement of eligible providers of services through the OSDS and ensure that such providers meet the employment needs of local employers, and workers and jobseekers;
 - b. A description of how the local board will facilitate access to services provided through the OSDS, including in remote areas, through the use of technology and through other means;
 - c. A description of how entities within the OSDS, including One-Stop Operators and the One-Stop Partners, will comply with WIOA §188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities; and
 - d. A description of the roles and resource contributions of the One-Stop Partners;
- 7. A description and assessment of the type and availability of adult and dislocated worker employment and training activities in the local area;
- 8. A description of how the local board will coordinate workforce investment activities carried out in the local area with statewide rapid response activities, as described in WIOA §134 (a) (2) (A);
- 9. A description and assessment of the type and availability of youth workforce investment activities in the local area, including activities for youth who are individuals with disabilities, which description and assessment shall include an identification of successful models of such youth workforce investment activities;
- 10. A description of how the local board will coordinate education and workforce investment activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services;

11. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services in the local area;
12. A description of plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the OSDS, to improve service delivery and avoid duplication of services;
13. A description of how the local board will coordinate workforce investment activities carried out under this title in the local area with the provision of adult education and literacy activities under title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B) (i) of §107 (d) (11) and §232, the review of local applications submitted under Title II;
14. A description of the replicated cooperative agreements [as defined in §107 (d) (11)] between the local board or other local entities described in §101 (a) (11) (B) of the Rehabilitation Act of 1973 [29 U.S.C. 721 (a) (11) (B)] and the local office of a designated State agency or designated State unit administering programs carried out under Title I of such Act (29 U.S.C. 720 et seq.) (other than §112 or Part C of that title (29 U.S.C. 732, 741) and subject to §121 (f) in accordance with §101 (a) (11) of such Act [29 U.S.C. 721 (a) (11)] with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination;
15. An identification of the entity responsible for the disbursement of grant funds described in §107 (d) (12) (B) (i) (III), as determined by the Chief Elected Official or the Governor under §107(d)(12)(B)(i);
16. A description of the competitive process to be used to award the sub grants and contracts in the local area for activities carried out under this title;
17. A description of the local levels of performance negotiated with the Governor and Chief Elected Official pursuant to §116 (c), to be used to measure the performance of the local area and to be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under Subtitle B, and the OSDS, in the local area;
18. A description of the actions the local board will take toward becoming or remaining a high-performing board, consistent with the factors developed by the State board pursuant to §101 (d) (6);
19. A description of how training services under Chapter 3 of Subtitle B will be provided in accordance with §134 (c) (3) (G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided;

20. A description of the process used by the local board, consistent with subsection (d), to provide an opportunity for public comment, including comment by representatives of businesses and comment by representatives of labor organizations, and input into the development of the local plan, prior to submission of the plan;
21. A description of how One-Stop Centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by One-Stop Partners; and;
22. Such other information as the Governor may require.

The LEO Board/WDB Local Plan, developed to be submitted to the Governor for approval under WIOA §108, the approval of which when duly obtained thereunder, will be the Wisconsin Bay Workforce Development Area WIOA Local Plan 2016 ("Local Plan").

- C. The LEO Board shall review and approve the budget developed by the WDB for the purpose of carrying out its duties as a WDA in accordance with WIOA §107 ("Budget").
- D. In cooperation with the WDB, the LEO Board, as Grant Recipient, shall disburse funds, pursuant to WIOA §107, for workforce investment activities at the direction of the WDB; provided that said direction does not violate any provision of WIOA.
- E. Consistent with WIOA §121 (d), the LEO Board shall approve the WDB's designation or certification of One-Stop Operators.

In addition, the LEO Board shall approve any request by the WDB to terminate the eligibility of a One-Stop Operator for cause. Absent a waiver by the Governor, the WDB, as well as any of its staff employed under WIOA §107, shall not serve as the One-Stop Operator for the WDA.

- F. Consistent with WIOA §121 (c), the LEO Board shall review and approve any Memorandum of Understanding ("MOU") entered into between the WDB and the One Stop Partners concerning the operation of the OSDS within the WDA, the MOU of which, at a minimum, consists of the following provisions:
 1. The services to be provided through the OSDS consistent with the requirements of WIOA §121, including the manner in which the services will be coordinated and delivered through such system;
 2. How the costs of such services and the operating costs of such system will be funded, including—
 - a. Funding through cash and in-kind contributions (fairly evaluated), which contributions may include funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing OSDS operations;
 - b. Funding of the infrastructure costs of One-Stop Centers in accordance with WIOA §121(h);

3. Methods of referral of individuals between the One-Stop Operator and the One-Stop Partners for appropriate services and activities;
 4. Methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the OSDS; and
 5. The duration of the memorandum of understanding and the procedures for amending the memorandum during the duration of the memorandum, and assurances that such memorandum shall be reviewed not less than once every 3-year period to ensure appropriate funding and delivery of services; and
 6. Such other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate.
- G. The LEO Board shall work with the WDB to conduct the oversight mandated by WIOA §107 (d) (8), with respect to local programs of youth activities authorized under of the WIOA §129, local employment and training activities authorized under WIOA §134, and the OSDS within the WDA, consistent with WIOA, as well as the Bylaws and Joint Agreement entered into thereunder.

AGREEMENT

SECTION V - FISCAL MANAGEMENT; LIABILITY; MISUSE OF GRANT FUNDS

A. Fiscal Management.

Unless designated otherwise in the Bylaws, Joint Agreement or herein, and so long as said designation is consistent with the WIOA, the LEO Board shall serve as Grant Recipient of, and be liable for any misuse of, grant funds allocated to the WDA under of the WIOA §128 and §133. Notwithstanding a subsequent designation in accordance herewith, the LEO Board shall remain liable for any misuse of WIOA funds granted hereunder.

In addition and notwithstanding its designation of the WDB as the Sub-Recipient of said funds, the LEO Board shall remain liable for any misuse thereof. To prevent misuse hereunder:

1. The LEO Board shall continuously monitor, and shall require the WDB to continuously monitor, WIOA grant-supported activities in accordance with Office of Management and Budget Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as implemented in December 2014.

2. Code of Federal Regulations Part 200 (as amended 2014), including the Department of Labor exceptions codified at 2 CFR 200.102 as applicable and as amended from time to time, referenced within WIOA §184; and shall require the WDB, as Sub-Recipient, to establish financial controls and procedures, satisfactory to the LEO Board, that accords with Generally Accepted Accounting Principles (GAAP), as well as any other federal and state laws, regulations, guidelines and/or procedures applicable to WIOA grant funding. At a minimum, the LEO Board shall require the following fiscal controls over the WDB and/or Sub-Recipient:
 - a. That it undergo at least one annual review of the adequacy of said financial controls and procedures, which, if deemed necessary by the LEO Board, may include retaining the assistance of an independent accounting/consulting firm;
 - b. That it undergo an annual independent audit, providing the LEO Board with a copy thereof, as well as such additional audits and/or financial reviews as the LEO Board, in its sole discretion, deems necessary;
 - c. That it maintain itemized and detailed records covering all expenditures under the Budget, providing the LEO Board with regular reports thereof, the duration of which may be increased or decreased by the LEO Board in its sole discretion, as well as any other reports deemed necessary by the LEO Board.;
3. That it insert language regarding disallowed costs due to contractor error into all OSDS related MOUs and agreements, as well as any other applicable contracts entered into under the WIOA; and
4. That regardless of whether it remains the Sub-Recipient, the WDB will establish and maintain bylaws consistent with the WIOA, as well as the Bylaws and a Joint Agreement to ensure the efficient administration and management of its WIOA programs, services and activities that, at a minimum, indicate how the BAWDB will:
 - a. Identify, consistent with WIOA §123, eligible providers of youth activities in the WDA by awarding grants or contracts on a competitive basis.
 - b. Identify, consistent with WIOA §122, , eligible providers of training services within the WDA;
 - c. As applicable, under WIOA §134, will identify eligible providers of intensive services within the Bay WDA by awarding contracts;
 - d. Assist the Governor in developing the statewide employment statistics system. as referenced within WIOA §107 (d) (1);
 - e. Coordinate the workforce investment activities authorized under WIOA and carried out in the WDA with economic strategies, and develop other employer linkages with such activities;

- f. Promote the participation of private sector employers in the State's workforce system and ensure the effective provision, through said system, of connecting, brokering, and coaching activities, through intermediaries such as the One-Stop Operator in the WDA or through other organizations, to assist such employers in meeting hiring needs;
- g. Make available to the public, in a manner consistent with relevant Open Records Laws, on a regular basis through open meetings, information regarding its activities, including information regarding the Local Plan prior to its original or revised submission, and regarding membership, the designation and certification of One-Stop Operators, and the award of grants or contracts to eligible providers of youth activities, and, on request, minutes of its formal meetings;
- h. Not, absent receipt of a Governor waiver, itself, provide the training services described within WIOA §134
- i. Not allow its members to vote on a matter under BAWDB consideration that:
 - i. relates to the provision of services by said members or an entity represented by said members;
 - ii. would provide direct financial benefit to said members or their immediate family; or (iii) would be deemed a conflict of interest of said members under the State plan;
- j. Solicit and accept grants and donations from sources other than Federal funding that is made available under WIOA; and
- k. Employ the staff deemed necessary to administer and disburse funds for the applicable WIOA programs, services and activities and handle issues relating to grievances, nepotism, Maintenance of Effort, and additional Conflicts of Interest or Ethical Obligations not already addressed herein.

In the event that the WDB's current Bylaws entitled "Bylaws of the Bay Area Workforce Development Board" ("Board Bylaws"), or any duly enacted amendments thereto, conflict with the LEO Board Bylaws or Joint Agreement, the LEO Board Bylaws and Joint Agreement shall prevail so long as consistent with the WIOA.

B. Liability Management.

To further manage the LEO Board's exposure in the event of misused WIOA grant funds allocated to the WDA, the LEO Board shall adhere, and, where applicable, shall require the WDB and/or any of its providers to adhere, to the following guidelines:

1. That WIOA programs, services, and activities in the WDA be administered prudently to minimize liability, including, but not limited to, the requirement that all contractors who provide services purchased with WIOA grant funds be required to maintain general liability, workers compensation, and automobile (if automobiles are used in providing services) insurance policies in an amount of at least \$1,000,000. Said contractors may also be required to provide fidelity insurance and/or bonding in such amounts deemed necessary by the LEO Board to protect the LEO Board, the Consortium and the Counties. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability;
2. That the Sub-Recipient be required to maintain errors and omissions insurance, fidelity insurance/bonding, general liability insurance, workers compensation insurance and automobile insurance to the extent deemed necessary by the LEO Board and in amounts to be determined by the LEO Board. Such insurance shall name the LEO Board, the Consortium and each County as additional insureds;
3. That the WDB and/or the Sub-Recipient be required to indemnify, defend and hold harmless the LEO Board, the Consortium and each County, as well as their agents, officers, elected officials, representatives, employees, successors and assigns, from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, by reason of any alleged or actual liability for injury or damages caused by, relating to or arising in any way, in whole or in part, from:
 - a. The wrongful, intentional, or negligent acts or omissions of the WDB, the Sub-Recipient and/or their employees, agents, representatives and subcontractors; or
 - b. The breach by the WDB, the Sub-Recipient and/or their agents, officers, elected officials, representatives, employees, successors and assigns, of this LEO Agreement, the Bylaws and/or Joint Agreement, as well as any other agreements/governing procedures enacted in accordance with WIOA and as amended from time to time;
4. That the LEO Board may further direct the purchase of additional fidelity/bonding, errors and omissions insurance and other insurance to cover the individual LEO Board members, the Consortium and each County to the extent deemed necessary by the LEO Board; and
5. That to the extent permitted by law, WDB corporate funds and assets shall be used first to pay any uncovered loss resulting from the activities of the Consortium, the LEO Board, the WDB and/or the Sub-Recipient.

C. Misuse of Grant Funds.

In the case of any misuse of grant funds allocated under WIOA to the Bay Workforce Development Area, liability shall be assigned as follows:

1. The Fox Valley Workforce Development Area.

Outagamie County understands and agrees that it may be liable for certain obligations of the Fox Valley Workforce Development Consortium (Fox Valley Consortium) that arose prior to Outagamie County joining the Bay Workforce Development Area County Consortium. Outagamie County understands and agrees that the Bay WDA LEO Board, its Consortium and its Counties are not, and should not be, held responsible for any obligations of Outagamie County arising out of the Fox Valley Consortium. To this end, Outagamie County agrees to indemnify, defend and hold harmless the Bay WDA's LEO Board, its Consortium, and its Counties from and against any claim, demand, suit, payment, damages, loss, cost and expense, including actual attorney's fees, that the Bay WDA's LEO Board, its Consortium and its counties may suffer, incur, be put to, pay or lay out as a result of, or in any way relating to:

- a. Outagamie County's participation in the Fox Valley Consortium;
- b. The acts or omissions of Outagamie County, its employees, agents and representatives while in the Fox Valley Consortium; or
- c. Any and all claims, liabilities or obligations of Outagamie County arising out of, or relating to, the Fox Valley Consortium.

2. Misuse of Consortium Funds.

The Consortium understands that the Counties are liable for any misuse of WIOA grant funds allocated to the WDA in accordance with the requirements of CFR Part 200, Uniform Guidance. In the event of misuse of said funds and after every possible method to reduce liability is exhausted, any remaining liability, as determined by the LEO Board, unless based upon the particular facts of the situation, the responsibilities of each County, its employees, agents, officers and/or representatives for the particular funds at issue can be apportioned in a more equitable manner, shall be apportioned among the Counties in proportion to their respective populations in accordance with the results of the decennial census. For example, if \$10,000 in liability remained and a given County has 10% of the total population of the Counties based on the decennial census, that County would be liable for \$1000. In the event that the LEO Board is unable to make said determination, the Department of Workforce Development shall determine the Counties' respective liabilities.

AGREEMENT

SECTION VI – ADDITIONAL PROVISIONS.

A. Term.

This Agreement shall be reviewed annually and renewed every five (5) years unless the counties choose to terminate pursuant to Section I herein, or in the event of termination of Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA).

When a new Chief Elected Official (CEO) for a member county (as defined in Section I. C. of the Agreement) is elected, the LEO Board shall ensure that information about the county's rights and responsibilities under WIOA is provided to the new county CEO and her/his signature obtained on a copy of the Bay Area Counties Consortium Agreement.

In the event that this Agreement is terminated or not renewed, the counties agree to cooperate in transitioning programs and services consistent with WIOA, as well as the Bylaws and Joint Agreement, this Agreement and/or any other agreements or governing procedures duly enacted under WIOA (collectively "Governing Law"). If and when it is determined that this Agreement shall be terminated, the LEO Board shall take possession of all documents associated with WIOA so long as consistent with the Governing Law.

B. Acquisition and Disposal of Property.

The Sub-Recipient shall acquire, hold and dispose of real or personal property in the manner provided for under *Wisconsin Statutes* §59.06, §66.0139 and §75.35, as may be amended from time to time, as well as Governing Law.

C. Open Records/Open Meetings.

Both the LEO Board and the WDB shall conduct business openly and in accordance with Wisconsin's Open Records provisions set forth in *Wisconsin Statutes* Chapter 19, including but not limited to the following:

1. That all actions taken by the LEO Board or the WDB during the above-referenced meetings be authorized by a majority of the members present and in a manner consistent with their respective Bylaws;
2. That duly noticed closed sessions of the LEO Board or the WDB shall not allow for LEO Board members to be excluded from WDB closed session meetings, nor shall it allow for WDB members to be excluded from LEO Board closed session meetings, when the issue under discussion in said closed session relates to WIOA programs, services and activities, the Local Plan, budget, or staff members employed in accordance with WIOA;
3. That all meetings be publically noticed and duly recorded pursuant to Wisconsin's Open Records provisions;
4. That all records created or collected, including but not limited to all meeting agendas, meeting minutes, contracts, fiscal documentation and/or management documentation be maintained in accordance with Wisconsin's Open Records provisions; and
5. That the record custodian referenced within Wisconsin's Open Records provisions be designated within the respective bylaws and posted for the public in accordance therewith.

D. Applicable Law.

This Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin. Roberts Rules of Order (Newly Revised) shall govern the procedures of the Consortium insofar as they do not conflict with WIOA or the Governing Laws.

E. Amendments to the Bylaws.

The LEO Board may adopt operational and procedural bylaws consistent with WIOA State/Local Plans, and Joint Agreement. Any amendments to the current Bylaws may be adopted by the affirmative vote of 2/3 of the entire membership of the LEO Board at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.

F. Impact of Legislative Changes.

Any terms or conditions rendered inapplicable by a change in State, Federal or local laws shall not affect the validity of those portions of this Agreement not impacted by the same. It is further understood by the Counties that certain terminology in this Agreement may change as Federal and State laws governing this Agreement dictate.

G. Conduct of the LEO Board and the WDB.

Members of the LEO Board and the WDB shall conduct themselves in accordance with the ethical and/or legal standards governing persons holding public office, including, at a minimum:

1. That all members, as well as staff, of the LEO Board and the WDB comply with any and all applicable Federal or State Laws, including *Wisconsin Statutes* Chapter 946, governing the conduct of public officials;
2. That all members, as well as staff of the LEO Board and the WDB be prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for their personal gain, or the personal gain of those for which they have a familial, business or other improper tie to. Said members shall avoid actual or perceived organizational and personal conflicts and shall disclose all actual or apparent conflicts consistent with Governing Law;
3. That no member of the LEO Board or the WDB shall cast a vote on any provision of services by said member, or any organization which said member directly represents, as well as any matter that would provide a direct financial benefit to said member or said member's family;
4. That, annually, each member of the LEO Board and the WDB shall complete, sign and submit a Conflict of Interest Disclosure Statement, in a format prescribed by WIOA;
5. That the LEO Board and the WDB shall not discriminate against any person contrary to WIOA §188, as well as Federal, State and local laws.

Wisconsin Bay WDA
Chief Elected Officials (CEO) Consortium Agreement (10/01/2012)
Amended May 19, 2016

- H. This Agreement shall be effective when executed by the authorized official of each County of the Consortium thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements. This Agreement may only be revised, modified or amended in writing and upon a majority vote of the LEO Board consistent with the governing Bylaws.

IN WITNESS WHEREOF, the Parties hereto have caused this Chief Elected Officials Consortium Agreement, as amended May 19, 2016, to be executed by the County Executive of the counties having an Office of the County Executive or by the Chairperson of the County Board of Supervisors of the counties without an Office of County Executive, or that respective county CEO's Designee to the Bay WDA's LEO Board.

As required in Section VI. A. of this Agreement, each of the Bay WDA counties will renew ratification of this Agreement as amended June 11, 2020 by county board or county CEO action by January 1, 2021.

**The Chief Elected Official (CEO) Consortium Agreement was adopted on October 1, 2012,
And amended May 19, 2016.**

June 11, 2020,	Agreement amendment and renewal proposed (Amended: Sec. I.E., Sec. III.A., Sec. V.A.1., Sec. V.A.2., Sec. V.C.2., Sec. VI.A.)
May 19, 2016	Amended: Section III (E)(F)(G)(H)
February 11, 2016	Amended: For WIOA
October 1, 2012	Adopted

No. 11e -- **RESOLUTION AUTHORIZING A TEMPORARY WORK RULE THAT PROVIDES FOR UP TO 40 HORUS OF COVID-19 RELATED PAID SICK LEAVE.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on March 18, 2020, the Families First Coronavirus Response Act (“FFCRA”) was signed into law; and

WHEREAS, the FFCRA provided that certain employees may receive up to an additional 80 hours of Emergency Paid Sick Leave in certain COVID-19 related situations; and

WHEREAS, the FFCRA is currently set to expire on 12-31-2020, and it is desirable that Brown County provide up to 40 Hours of COVID-19 related Paid Sick Leave to employees who, between the dates of 01-01-2021 and the date the County Board meets in February of 2021, are unable to work or telework because they are subject to a COVID-19 quarantine or isolation directive/order.

NOW THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors hereby directs that County Administration draft and implement a Temporary Work Rule, with terms and conditions they deem appropriate and necessary, that provides for up to 40 hours of COVID-19 related Paid Sick Leave to employees who, between the dates of 01-01-2021 and the date the County Board meets in February of 2021, are unable to work or telework because they are subject to a COVID-19 quarantine or isolation directive/order.

Fiscal Note: This resolution does not require an immediate appropriation from the general fund. However, overtime may occur due to staffing shortages. Increased overtime would happen regardless of this resolution.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-133R

Authored by: Human Resources

Approved by: Corporation Counsel

***Item #11f was taken after Item #11z*

Public Safety Committee

No. 11g -- **RESOLUTION IN SUPPORT OF PARTICIPATING IN THE 2021 COUNTY-TRIBAL LAW ENFORCEMENT GRANT.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Wisconsin Department of Justice will make available \$34,190 for a joint County-Tribal Law Enforcement grant to be shared between Brown County and the Oneida Nation; and

WHEREAS, said grant would allow both agencies to work together in a spirit of cooperation and a sharing of resources, which allows the agencies to address issues in law enforcement and public safety that affect Brown County as a whole, as well as its Native American population and other minority populations; and

WHEREAS, half of the grant funds would be used to purchase law enforcement equipment for the Sheriff's Office, as designated in the 2021 budget; and

WHEREAS, remaining funds would be used for items deemed reasonable and necessary by the Oneida Nation for public safety purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that Brown County shall continue working cooperatively with the Oneida Nation in the area of public safety and law enforcement, and that relevant Brown County staff and officers are hereby authorized and directed to take any and all action necessary to participate in the 2021 County-Tribal Law Enforcement Grant as described more fully above.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The joint County-Tribal Law Enforcement grant is included in the 2021 budget at a budget estimate of \$17,095 representing the County's share.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-108R

Authored by: Sheriff's Department

Approved by Corporation Counsel's Office

ATTACHMENT TO RESOLUTION #11G
ON THE FOLLOWING PAGE

Brown County
Sheriff's Office

2684 Development Drive
Green Bay, Wisconsin 54311
Phone: (920) 448-4200



Todd J. Delain
Sheriff

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: Oct. 21, 2020
REQUEST TO: Public Safety Committee, County Board of Supervisors
MEETING DATE: 12/5/2020 and 12/16/2020, respectively
REQUEST FROM: Sheriff's Office
Sheriff Todd Delain
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: County Board resolution to support participation in 2021 County-Tribal Law Enforcement Grant

ISSUE/BACKGROUND INFORMATION:

Each year, the State of Wisconsin awards a County-Tribal Law Enforcement grant to Brown County and the Oneida Tribal Police.

ACTION REQUESTED:

The Public Safety Committee and full County Board is requested to approve this grant with the understanding that the increased costs are offset by an increase in inter-governmental revenue as listed in the 2021 proposed budget. Grant is used to purchase law enforcement equipment.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$17,095 County share – Est. \$34,290 for total grant
 - b. If part of a bigger project, what is the total amount of the project? \$_____
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account? 100.074.070.4302
 2. If no, how will the impact be funded? Increased contractual revenue

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

119

No. 11h -- **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
"ADDENDUM TO BROWN COUNTY POLICE SERVICES CONTRACT WITH
THE VILLAGE OF BELLEVUE" (HEREAFTER REFERRED TO AS THE
"CONTRACT").**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-125R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. Increase in personnel and ancillary costs will be offset by the service contract with the Village of Bellevue.

**ATTACHMENTS TO RESOLUTION #11H
ON THE FOLLOWING PAGES**

Sheriff's Office
Brown County

2684 Development Drive
Green Bay, Wisconsin 54311
Phone: (920) 448-4200



Todd J. Delain
Sheriff

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-25-20
REQUEST TO: Public Safety Committee and County Board of Supervisors
MEETING DATE: 12/1/2020 and 12/16/2020, respectively
REQUEST FROM: Todd J. Delain
Sheriff

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Addendum to Sheriff's Service Agreement with Bellevue

ISSUE/BACKGROUND INFORMATION:

The Village of Bellevue has requested to increase the police services for the village by adding one officer.

ACTION REQUESTED:

Resolution to enter (change from current contract) into a new Law Enforcement Services Contract.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$ 101,575.08
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? Paid for by the Village of Bellevue through the new Services Contract
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☒ continuous through the length of the contract
3. Please provide supporting documentation of fiscal impact determination. See the contract addendum

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11h

VILLAGE OF BELLEVUE-BROWN COUNTY POLICE SERVICES AGREEMENT 2019-2021

THIS AGREEMENT ("AGREEMENT") is made this 10 day of Oct., 2018, by and between the VILLAGE OF BELLEVUE, a municipal corporation, with business offices located at 2828 Allouez Avenue, Bellevue, Wisconsin, 54311, in Brown County, Wisconsin (the "Village"), and BROWN COUNTY, a political subdivision of the State of Wisconsin (the "County"), with business offices for this Agreement located at the Brown County Sheriff's Office, 2684 Development Drive, Green Bay, Wisconsin 54311 (The Village and the County hereafter may be referred to as a "party" individually or collectively as the "Parties").

RECITALS

WHEREAS, the Village is required to provide its own police protection services but does not have its own police department and desires to contract with the County for the furnishing of such services under the provisions of Wis. Stat. § 61.65, and other provisions of law; and,

WHEREAS, the County is willing to provide the Village with the desired services as the County does now furnish police protection services throughout Brown County, Wisconsin;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

- A. **RECITALS.** The above recitals are true, correct, and incorporated herein by reference.
- B. **COMPENSATION.** The Village shall pay to the Brown County Treasurer one-fourth (1/4) of the total annual amount due for said services quarterly, in advance within fifteen (15) days of the end of the previous quarter, the amount(s) which have been determined to be as set forth in Appendix A.
- C. **ASSIGNMENT OF OFFICERS.**
 - 1. The Village is designated as a separate and distinct section within the

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system utilized by the County which divides the county in geographical sections for the purpose of supervising police activities within the county. The assignment of officers to the Village from the Brown County Sheriff's Office shall be at the discretion of the Brown County Sheriff's Office. This assignment shall be made on the same basis as assignments by the Sheriff's Office to other sections of the County, provided, however, that the hours of each daily shift shall be mutually agreed upon between the Brown County Sheriff's Office and the Village.

2. The provisions of the preceding paragraph notwithstanding, no officer shall be assigned by the County to a posted/contracted (job bulletin) Village position without the approval of the Village, which approval shall not be unreasonably withheld. The Village Administrator shall be notified in writing prior to January 1st of each contract year, the names of the officers who have posted into a Village position (job bulletin). In the event that this approval is withheld, written notice of the basis for disapproval shall be given to the County, which shall give copies of such notice to the officer and his or her collective bargaining unit, and the officer shall be immediately suspended from performing law enforcement duties in the posted/contracted (job bulletin) Village position. If it should be later determined that the basis for the Village's disapproval of an officer is unfounded or is without just cause, the County at its discretion may return the officer to law enforcement services in the Village and the Village shall be held harmless. The County may use an officer who has not posted in a Village position (job bulletin) to backfill a vacancy.

D. PROCESSING VIOLATIONS. All arrests made, summonses served and/or citations issued by officers assigned to the Village to perform law enforcement services will be processed in the following way:

1. For violations of State Statutes not adopted by the Village or County ordinances, not covered by Village ordinances, (criminal felony matters), they shall be handled and processed in the same manner as other county arrests; and

2. For violation of Village ordinances and Village adopted State Statutes, (civil, non-felony matters), they shall be handled by the Village authorities and processed in the Village Municipal Court by the Village Attorney. Where there may be a choice of law, priority shall be given to charging a violation of a Village ordinance or a Village adopted State Statute.
- E. **CONTRACT ADMINISTRATION.** The Chief Deputy or his or her designee, mutually agreed upon by both parties, shall act as the contract administrator for the County and shall:
1. Serve as the point of contact for all activities in the Village and disseminate information of those activities as he/she deems necessary; and
 2. Be knowledgeable of community affairs and attend Village Board and committee meetings as deemed necessary by the Village Board.
 3. A Patrol Lieutenant mutually agreed upon by both parties shall be assigned as Liaison to the Village and shall attend the monthly Village Board meetings if requested by the Village Board or if the Patrol Lieutenant is desirous of attending.
- F. **TERM.**
1. This Agreement commences the 1st day of January, 2019, and is for a three (3) year term ending on December 31, 2021, unless terminated in accordance with the provisions of the Agreement.
 2. Termination. Either party shall have the right to terminate this Agreement by providing at least six (6) months' prior notice to the other party, providing such termination begins on January 1st of the next year of the Agreement. The termination notice shall be sent in accordance with the Notice provision of this Agreement. In no event can this Agreement be terminated prior to December 31, 2019.

3. **Renewal.** In the event the parties cannot agree on terms and conditions for a new or renewal Police Services Agreement on or before December 1, 2021, this Agreement shall be automatically extended for one (1) year on the same terms and conditions, except for the right to renew or extend, and the annual sum to be paid by the Village to the County for 2022 shall be computed at a 3% increase from the 2021 amount set forth in Appendix B.

G. COUNTY RESPONSIBILITIES.

1. **Serious Incident Notification.** The Sheriff or his or her designee shall promptly and timely notify the Village Administrator, or in his or her absence the Village President, of each occurrence of a serious incident and of police action to be taken by the County and/or other law enforcement personnel within the Village of Bellevue. A "serious incident" includes, but is not be limited to, homicide, sexual assault, suspicious death, taking of hostages, kidnapping, and riot.
2. **Training.** Officers assigned to the Village shall be properly trained and supervised by County. Such training shall include an orientation session to provide the officers with specific knowledge of the Village. Orientation materials shall be supplied by the Village.
3. **Equipment**
 - a. The County will supply all necessary personal equipment for the officers assigned to the Village, including firearms, ammunition, portable radios, and soft body armor.
 - b. A properly equipped squad car owned by the County in will be provided for use of officers assigned to the Village in the event that the squad car(s) provided by the Village are unavailable because of damage, repair, maintenance or destruction.
 - c. Officers assigned to the Village shall have use of all communications equipment, official records and files of the

County except when there is a compelling need for the County to maintain confidentiality.

4. Reports. The County shall provide the Village with the following reports on a quarterly basis:
 - a. Ticket Issued Report;
 - b. Accident Activity Report;
 - c. Adult Arrest Report;
 - d. Juvenile Arrest Report; and
 - e. Incident Report Analysis.
5. Carry Out Duties. The County will fully and timely provide all services, equipment, materials and devices contemplated by this Agreement, and not to withhold providing any of the same during the term or any renewal or extension hereof, except for cause beyond the control of the County, and will make available to the Village the County Sheriff's Office Records Section personnel to enter and maintain as part of the County's data bank bicycle registrations and any other data which the Village deems necessary to properly and reasonably carry out the statutory duty of police protections.
6. Relief Officers. The County shall provide necessary officers as relief and/or replacement during the absence or after termination of an officer regularly assigned to the Village, in accordance with all terms and conditions of this agreement.
7. Fringe Benefits. Officers assigned to the Village shall be provided with fringe benefits on the same basis as provided to other sworn officers of the Brown County Sheriff's Office.
8. Insurance. The Village shall be named as an additional insured in the County's liability and umbrella insurance policies for purposes of providing insurance protection for the Village against liability connected with the services to be provided pursuant to this agreement.

9. County Employees. All officers assigned to the Village at all times shall be and remain employees of the County, and will not be deemed employees or agents of the Village.
10. Indemnification. The County shall fully indemnify and hold harmless the Village from any liability for defense expenses and for damages to person or property caused by an act or omission of a County employee in furtherance of the provisions of this agreement, to the extent that the same are not covered by insurance.

H. **VILLAGE RESPONSIBILITIES.**

1. Village Squad Cars. The Village will provide, at its sole expense, at least one properly marked squad car equipped to County specifications. All Village Squad Cars used pursuant to this Agreement shall include, at a minimum, an electronic siren, a mobile police radio, a red and blue light bar, and a fire extinguisher. All equipment added to the squad car(s) must be approved by the Patrol Division Director of the Brown County Sheriff's Office. Maintenance, insurance and repair of the squad car(s) shall be the sole responsibility of the Village.
2. Impounded Vehicles. All vehicles removed or impounded pursuant to the Municipal Code of the Village shall be disposed of by the County. The Village shall reimburse the County for all costs of such removal, impoundment and disposal which are not covered upon disposal.
3. Patrol Officers Experience. To maintain continuity of law enforcement within the community, all patrol officers regularly assigned to the Village shall have a minimum of one (1) year law enforcement experience, unless both parties agree to waive the one (1) year requirement.
4. Automobile Liability Insurance. The Village shall provide automobile liability insurance covering the operation, maintenance and use of the squad car(s) provided by the Village in an amount of not less than \$1,000,000 combined single limit for bodily injury and

property damage, or such other amount as may hereafter be determined to be the maximum amount to be able to be recovered from either the Village or the County by statute, whichever sum is lesser, with the County named as an additional insured. The Village and County both specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapter 345.05(3) and related statutes.

5. **Indemnification.** The Village will fully indemnify and hold harmless the County from any liability for defense expenses and for damages to person and property caused by any act or omission of a Bellevue employee in furtherance of the provisions of this Agreement to the extent that the same are not covered by insurance.
- I. **MUTUAL COVENANTS.** It is mutually agreed that by entering into this Agreement, both parties to this Agreement specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapters 345, 893, and related statutes.
- J. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated in the courts of Brown County, Wisconsin. The Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Brown County, Wisconsin.
- K. **ASSIGNMENT.** The rights and obligations of the parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either party without the prior written consent of the other party.
- L. **WAIVER.** Waiver by either party of a breach or a violation of any provision or term of this Agreement will not be construed to be a waiver of any subsequent breach.
- M. **NOTICE.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return

receipt requested, or delivered by a recognized overnight carrier service with proof of delivery to the County Clerk (if notice is given by the Village), or to the Village Clerk (if notice is given by the County), and addressed to the appropriate party as follows:

Village:	Village Clerk	County:	Brown County Sheriff
	2828 Allouez Avenue		2684 Development Dr.
	Bellevue, WI 54311		Green Bay, WI 54311
	Phone: 920-468-5225		Phone: 920-448-4201
	Fax: 920-468-4196		Fax: 920-448-6370

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

- N. **SEVERABILITY.** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.
- O. **AUTHORIZATION.** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.
- P. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Agreement. This document may be executed in any number of counterparts (including by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), all of which will be one and the same document.

IN WITNESS WHEREOF, the Parties hereto bind themselves to this Agreement as of

Page 8 of 9
Village of Bellevue-Brown County
Police Services Agreement 2019-2021

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the date last written below.

VILLAGE OF BELLEVUE

Diane Wessel
By: Diane Wessel
Title: Administrator
Date: October 22, 2018

Acknowledgement

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

This Agreement was acknowledged
before me on Oct 22, 2018.

Dawn M. Novak
Name: Dawn M. Novak
Notary Public, State of Wisconsin
My commission expires: March 13, 2021



BROWN COUNTY

Troy Streckenbach
By: Troy Streckenbach
Title: County Executive
Date: 6/3/19

Acknowledgement

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

This Agreement was acknowledged
before me on 6/3, 2018.

Steven Schaefer
Name: Steven Schaefer
Notary Public, State of Wisconsin
My commission expires: is permanent





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APPENDIX A – Summary of Contract Costs
Village of Bellevue
Years 2019, 2020 and 2021

Per Appendix B, as of 1-1-19, the formula computed total costs
for 2019-2021 total \$3,755,163.57

2019	\$1,199,070.63
2020	\$1,251,142.46
2021	\$1,304,950.48

Overtime to be billed separately on a quarterly basis.

Detailed computations of the above figures are found in
Appendix B. Appendix B details staffing levels and relief
factors if applicable.

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Police Serv
Comp. 2019-21
Bellevue rev 8-2-18

BROWN COUNTY SHERIFF'S DEPARTMENT
Village of Bellevue Police Services Contract Computations
For 2019

Appendix B
8/2/2018

<u>Patrol Officers:</u>	(cost for officer on an hourly basis)		(footnote)
Hourly Patrol Officer base pay rate	\$	34.7616	(A)
Add: Estimated hourly amount for shift differential	\$	0.4300	(C)
Add: Estimated hourly amount for holiday "premium" pay	\$	0.9526	(D)
Sub-total	\$	36.1442	
Add: Fringes at most recent annual Patrol Division fringe rate	40.61%	\$ 14.6796	(E)
Add: Estimated hourly amount for training	\$	0.2163	(F)
Add: Estimated hourly amount for uniform allowance	\$	0.2390	(G)
Total - Hourly Patrol Officer Pay Rate	\$	51.2792	
Times: Base annual hours worked per labor agreement		2,008	
Annual Patrol Officer Cost	\$	102,968.61	
Hours contracted per shift	8		
Times shifts contracted per Day	3		(H)
Times days contracted per week	7		(I)
Hours contracted per week	168		
Hours Contracted per year	8,736.00		
Average annual hours worked per FTE	1,676.38		(J)
Computed number of FTEs to fill contracted hours *	5.2050		
Costs for Contracted Patrol Officer FTEs		\$	535,953.57
* works out to shift relief factor of	1.74		
<u>Patrol Supervision:</u>	(allocation of Patrol Sgts.)		
Hourly Sergeant pay rate	\$	39.7300	(K)
Add: Estimated hourly amount for shift differential	\$	0.4300	(M)
Add: Estimated hourly amount for holiday "premium" pay	\$	1.0888	(N1)
Sub-total	\$	41.2488	
Add: Fringes at most recent annual Patrol Division fringe rate	40.61%	\$ 16.7528	(E)
Add: Estimated hourly amount for training	\$	0.2163	(F)
Add: Estimated hourly amount for uniform allowance	\$	0.2390	(G)
Total - Hourly Patrol Sergeant Pay Rate	\$	58.4569	
Times: Base annual hours worked per labor agreement		2,008	
Annual Patrol Sergeant Cost per FTE	\$	117,381.46	
Total Patrol Sergeants in Sheriff's Dept.	9		(O)
Total Patrol Officer FTEs in Dept.	76		(P)
Ratio of Patrol Sergeants to Patrol Officers	0.1184		
Computed number of FTEs to fill contracted hours	5.2050		
Patrol Sergeants allocated to Contract	0.616		
Patrol Sergeant Cost for above FTEs		\$	72,352.04
TOTAL PATROL COSTS		\$	608,305.61

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Investigative Personnel:				
Hourly Investigative Sergeant pay rate	(used same as Patrol)	\$	39,7300	
Add: Estimated hourly amount for shift differential		\$	-	(R)
Add: Estimated hourly amount for holiday "premium" pay		\$	1,5357	(N2)
Sub-total		\$	41,2657	
Add: Fringes at most recent annual Investigative Div. fringe rate	35.53%	\$	14,6611	(S)
Add: Estimated hourly amount for training		\$	0,2163	(F)
Add: Estimated hourly amount for uniform allowance		\$	0,2390	(G)
Total - Hourly Investigative Sergeant Pay Rate		\$	56,3821	
Times: Base annual hours worked per labor agreement			2,040	
Annual Investigative Sergeant Cost per FTE		\$	115,019.55	
Total Invest. Sergeants in Sheriff's Dept.			9	(T)
Times: Percentage of Investigative case assignments (2015-2017 average)			20.32%	(U)
Investigative FTEs charged to contract			1.8288	
		\$	210,347.75	
TOTAL PATROL AND INVESTIGATIVE COSTS		\$	818,653.36	
DIRECTED ENFORCEMENT OFFICERS-TRAFFIC/MANPOWER (NOT RELIEVED)				
Deputy at Annual Patrol Officer cost		\$	102,968.51	
Assuming two DEOs & one Manpower Deputy for 2019-21		\$	3.00	
Add: pay for DEO II Rate (diff. between sgt. rate and top patrolman rate + fringes)	(V)	\$	308,905.82	
		\$	14,412.85	
TOTAL PATROL, INVESTIGATIVE AND DEO COSTS		\$	1,141,972.03	
Administrative and Other Costs:				
Percent of total Patrol and Investigative Division Costs to cover:	5%	\$	57,098.60	
Human Resources functions				
Administrators ("chief," captain, lieutenants)				
Policies and procedures maintenance				
Payroll/accounting functions				
Records/clerical staff - data processing and storage				
Training Section officers				
Training materials and ammunition				
Internal investigations/backgrounds/hiring				
Evidence technicians				
Evidence/property storage				
Computer/technology upgrades and maintenance				
Back-up vehicles/squads (as needed)				
Officer personal equipment (gun, taser, radio, handcuffs, etc)				
CONTRACT TOTAL COSTS FOR 2019 (Excluding OT & Traffic Team) - 9 Invest. Sgts			\$ 1,199,070.63	

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Footnotes:

(A)	Hourly Patrol Officer base pay rate: (using avg. of all patrol)			
	Average rate for officers in Patrol Division 2018 rates*	\$	34.0800	
	Est. wage adjustments for 2019	2.00%	102.00%	
	Est. average pay rate for officers			\$ 34.7616
	* excludes those under 18 mo. Experience			
(C)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average - estimated hourly amount for shift differential			0.4300
(D)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.67	
	Times hours per holiday (shift)		8.25	
	Times hourly patrol officer base pay rate above	\$	34.7616	
		\$	1,912.84	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for premium pay			\$ 0.9526
(E)	Fringes at most recent annual Patrol Division fringe rate:			
	Total actual Patrol Div. Fringes per Gen. Ledger 2017	\$	2,616,996.48	
	Patrol Div. OT/Comp per Gen. Ledger 2017	\$	445,098.85	
	Less: Estimated fringes on overtime at 20.71%	\$	92,179.97	
	Estimated fringes on regular and paid leave	\$	2,524,816.51	
	Patrol Div. wages per G/L 2017	\$	6,661,723.86	
	Patrol Div OT/Comp earnings per G/L 2017	\$	(445,098.85)	
	Total Patrol Div. Wages & Pd. Leave earnings	\$	6,216,625.01	
	Adj. Fringes at most recent annual Patrol Div. Fringe rate (excl. OT)			40.61%
(F)	Estimated hourly amount for training			
	Travel/training per Gen. Ledger 2017 (gross less St./grant reimb.)	\$	68,254.73	
	Add: ammunition/range supplies per Gen. Ledger 2017	\$	62,928.49	
	Total training costs for 2017	\$	131,193.22	
	Div. By Sworn and Correctional Officer FTEs for 2017		302	
	Average training cost per Sworn & Correctional officers		434.4148358	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for training			\$ 0.2163
(G)	Estimated hourly amount for uniform allowance			
	Contractual annual allowance	\$	480.00	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for uniform allowance			\$ 0.2390
(H)	Shifts contracted per day:			3
(I)	Days contracted per week:			7
(J)	Average annual hours worked per FTE:			
	Contractual hours per year (6&3 officers)		2,008.00	
	Less: Avg. vac. hours 2017 - Patrol Div. Deputies		(282.50)	
	Less: Avg. sick leave hours 2017 Patrol Deputies		Incl. w/ casual	
	Less: Est avg. workers comp. & STD Patrol Deputies		(7.12)	
	Less: Avg. casual leave hrs. 2017 all sworn officers		(40.00)	
				1,678.38

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(K)	Hourly Sergeant pay rate:			
	Hourly weighted avg. rate for sgts. in Patrol Division - 2019 rate	\$	39.7300	for 6&3
	Est. wage adjustments - for 2019	0.00%	100.00%	
	Est. pay rate for sergeants in Patrol Division		\$	39.7300
(M)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average			0.4300
(N1)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.57	
	Times hours per holiday (shift)		8.25	
	Times hourly Patrol Sgt. pay rate	\$	39.73	
		\$	2,186.24	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for premium pay		\$	1.0888
(N2)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		10	
	Times hours per holiday (shift)		8	
	Times hourly Investigator pay rate	\$	39,1800	
		\$	3,132.80	
	Div. by annual contractual hours for 5&2 officers		2,040	
	Estimated hourly amount for premium pay		\$	1.5357
(O)	Total Patrol Sergeants in Patrol Division			9
(P)	Total Patrol Officers in Patrol Division - 2018 budget			76
(R)	Estimated hourly amount for shift differential (assumes even distribution):			
	Estimated hourly amount for shift differential (no shift diff now)	\$	-	
(S)	Fringes at most recent annual Investigative Division fringe rate:			
	Total actual Invest. Div. fringes per Gen. Ledger 2017	\$	670,633.39	
	no adjustment	\$	-	
	Total adjusted Invest. Div. Fringes	\$	670,633.39	
	Invest. Div. OT/Comp per Gen. Ledger 2017	\$	106,197.52	
	Less: Estimated fringes on overtime at 5.5%	\$	21,993.51	
	Estimated adjusted fringes on regular and paid leave	\$	648,639.88	
	Invest. Div. Regular wages per G/L 2017	\$	1,931,888.95	
	Invest. Div. OT/Comp earnings per G/L 2017	\$	(106,197.52)	5.5%
	Total Invest. Div. Wages & Pd. Leave earnings	\$	1,825,691.43	
	Adj. Fringes at most recent annual Invest. Div. Fringe rate (excl. OT)			35.53%
(T)	Total Sergeants in Invest. Division (exc. 2 fraud invest. & 1 DA/Juv.)	for 2019		9
	Total Sergeants in Invest. Division (exc. 2 fraud invest. & 1 DA/Juv.)	for 2020		10
	Total Sergeants in Invest. Division (exc. 2 fraud invest. & 1 DA/Juv.)	for 2021		11
(U)	Percentage of Investigative cases for municipality	2015- 2017 average percent		20.32%
(V)	Add'l pay adjustment for DEO II			Bellevue
	Annual cost for DEO II (same as Sgt. computed in formula)	\$	117,381.48	
	Annual average cost for Officer	\$	102,968.61	
	Additional pay adjustment for DEO II	\$	14,412.85	

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Police Serv
Comp. 2010-21
Bellevue rev 8-2-18

BROWN COUNTY SHERIFF'S DEPARTMENT
Village of Bellevue Police Services Contract Computations
For 2020

Appendix B
8/2/2018

Patrol Officers: (cost for officer on an hourly basis)

Hourly Patrol Officer base pay rate	\$ 34.7616	(A)
Add: Estimated hourly amount for shift differential	\$ 0.4300	(C)
Add: Estimated hourly amount for holiday "premium" pay	\$ 0.9526	(D)
Sub-total	\$ 36.1442	
Add: Fringes at most recent annual Patrol Division fringe rate	40.61% \$ 14.6796	(E)
Add: Estimated hourly amount for training	\$ 0.2163	(F)
Add: Estimated hourly amount for uniform allowance	\$ 0.2390	(G)
Total - Hourly Patrol Officer Pay Rate	\$ 51.2792	
Times: Base annual hours worked per labor agreement	2,008	
Annual Patrol Officer Cost	\$ 102,965.61	
Hours contracted per shift	8	
Times shifts contracted per Day	3	(H)
Times days contracted per week	7	(I)
Hours contracted per week	168	
Hours Contracted per year	8,736.00	
Average annual hours worked per FTE	1,678.38	(J)
Computed number of FTEs to fill contracted hours *	5.2050	
Costs for Contracted Patrol Officer FTEs	\$ 535,053.57	

* works out to shift relief factor of 1.74

Patrol Supervision: (allocation of Patrol Sgts.)

Hourly Sergeant pay rate	\$ 39.7300	(K)
Add: Estimated hourly amount for shift differential	\$ 0.4300	(M)
Add: Estimated hourly amount for holiday "premium" pay	\$ 1.0888	(N1)
Sub-total	\$ 41.2488	
Add: Fringes at most recent annual Patrol Division fringe rate	40.61% \$ 16.7526	(E)
Add: Estimated hourly amount for training	\$ 0.2163	(F)
Add: Estimated hourly amount for uniform allowance	\$ 0.2390	(G)
Total - Hourly Patrol Sergeant Pay Rate	\$ 58.4569	
Times: Base annual hours worked per labor agreement	2,008	
Annual Patrol Sergeant Cost per FTE	\$ 117,361.46	
Total Patrol Sergeants in Sheriff's Dept.	9	(O)
Total Patrol Officer FTEs in Dept.	78	(P)
Ratio of Patrol Sergeants to Patrol Officers	0.1184	
Computed number of FTEs to fill contracted hours	5.2050	
Patrol Sergeants allocated to Contract	0.616	
Patrol Sergeant Cost for above FTEs	\$ 72,352.04	
TOTAL PATROL COSTS	\$ 608,305.61	

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Investigative Personnel:

Hourly Investigative Sergeant pay rate	(used same as Patrol)	\$	39.7300	
Add: Estimated hourly amount for shift differential		\$	*	(R)
Add: Estimated hourly amount for holiday "premium" pay		\$	1.5357	(N2)
Sub-total		\$	41.2657	
Add: Fringes at most recent annual Investigative Div. fringe rate	35.53%	\$	14.6611	(S)
Add: Estimated hourly amount for training		\$	0.2163	(F)
Add: Estimated hourly amount for uniform allowance		\$	0.2390	(G)
Total - Hourly Investigative Sergeant Pay Rate		\$	56.3821	
Times: Base annual hours worked per labor agreement			2,040	
Annual Investigative Sergeant Cost per FTE		\$	115,019.55	
Total Invest. Sergeants in Sheriff's Dept.			10	(T)
Times Percentage of Investigative case assignments (2015-2017 average)			20.32%	(U)
Investigative FTEs charged to contract			2.032	

\$ 233,719.72

TOTAL PATROL AND INVESTIGATIVE COSTS

\$ 842,025.33

DIRECTED ENFORCEMENT OFFICERS-TRAFFIC/MANPOWER (NOT RELIEVED)

Deputy at Annual Patrol Officer cost	\$	102,968.61	
Assuming two DEOs & one Manpower Deputy for 2019-21	\$	3.00	
Add: pay for DEO II Rate (diff. between sgt. rate and top patrolman rate + fringes)	(V)	\$	308,905.82
		\$	14,412.85

TOTAL PATROL, INVESTIGATIVE AND DEO COSTS

\$1,165,344.00

Administrative and Other Costs:

Percent of total Patrol and Investigative Division Costs to cover:	5%	\$	58,267.20
Human Resources functions			
Administrators ("chief," captain, lieutenants)			
Policies and procedures maintenance			
Payroll/accounting functions			
Records/clerical staff - data processing and storage			
Training Section officers			
Training materials and ammunition			
Internal investigations/backgrounds/hiring			
Evidence technicians			
Evidence/property storage			
Computer/technology upgrades and maintenance			
Back-up vehicles/squads (as needed)			
Officer personal equipment (gun, taser, radio, handcuffs, etc.)			

CONTRACT TOTAL COSTS FOR 2019 (Excluding OT & Traffic Team) - 10 Invest. Sgts	\$1,223,611.20
CONTRACT TOTAL COSTS FOR 2020 (Excluding OT & Traffic Team) - Based on 2.25% Increase	\$1,251,142.46

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Footnotes:

(A)	Hourly Patrol Officer base pay rate: (using avg. of all patrol)			
	Average rate for officers in Patrol Division 2016 rates*	\$	34,0800	
	Est. wage adjustments for 2019	2.00%	102.00%	
	Est. average pay rate for officers			\$ 34,7616
	* excludes those under 18 mo. Experience			
(C)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average - estimated hourly amount for shift differential			0.4300
(D)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.67	
	Times hours per holiday (shift)		8.25	
	Times hourly patrol officer base pay rate above	\$	34,7616	
		\$	1,812.84	
	Div. by annual contractual hours for 663 officers		2,008	
	Estimated hourly amount for premium pay			\$ 0.9526
(E)	Fringes at most recent annual Patrol Division fringe rate:			
	Total actual Patrol Div. Fringes per Gen. Ledger 2017	\$	2,616,698.48	
	Patrol Div. OT/Comp per Gen. Ledger 2017	\$	445,098.85	
	Less: Estimated fringes on overtime at 20.71%		\$ 92,178.97	
	Estimated fringes on regular and paid leave		\$ 2,524,816.51	
	Patrol Div. wages per G/L 2017	\$	6,661,723.86	
	Patrol Div OT/Comp earnings per G/L 2017	\$	(445,098.85)	
	Total Patrol Div. Wages & Pd. Leave earnings	\$	6,216,625.01	
	Adj. Fringes at most recent annual Patrol Div. Fringe rate (excl. OT)			40.61%
(F)	Estimated hourly amount for training			
	Travel/training per Gen. Ledger 2017 (gross less SJ/grant reimb.)	\$	68,264.73	
	Add: ammunition/range supplies per Gen. Ledger 2017	\$	62,828.49	
	Total training costs for 2017	\$	131,193.22	
	Div. By Sworn and Correctional Officer FTEs for 2017		302	
	Average training cost per Sworn & Correctional officers		434,414.6358	
	Div. by annual contractual hours for 663 officers		2,008	
	Estimated hourly amount for training			\$ 0.2163
(G)	Estimated hourly amount for uniform allowance			
	Contractual annual allowance	\$	480.00	
	Div. by annual contractual hours for 663 officers		2,008	
	Estimated hourly amount for uniform allowance			\$ 0.2390
(H)	Shifts contracted per day:			3
(I)	Days contracted per week:			7
(J)	Average annual hours worked per FTE:			
	Contractual hours per year (663 officers)		2,008.00	
	Less: Avg. vac. hours 2017 - Patrol Div. Deputies		(282.50)	
	Less: Avg. sick leave hours 2017 Patrol Deputies			Incl. w/ casual
	Less: Est. avg. workers comp. & STD Patrol Deputies		(7.12)	
	Less: Avg. casual leave hrs. 2017 all sworn officers		(40.00)	
				1,678.38

11h

(K)	Hourly Sergeant pay rate:			
	Hourly weighted avg. rate for sgts. in Patrol Division - 2019 rate	\$	39.7300	for 6&3
	Est. wage adjustments - for 2019	0.00%	100.00%	
	Est. pay rate for sergeants in Patrol Division		\$	39.7300
(M)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average			0.4300
(N1)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.67	
	Times hours per holiday (shift)		8.25	
	Times hourly Patrol Sgt. pay rate	\$	39.73	
		\$	2,166.24	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for premium pay		\$	1.0888
(N2)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		10	
	Times hours per holiday (shift)		8	
	Times hourly Investigator pay rate	\$	39.1600	
		\$	3,132.80	
	Div. by annual contractual hours for 5&2 officers		2,040	
	Estimated hourly amount for premium pay		\$	1.5357
(O)	Total Patrol Sergeants in Patrol Division			9
(P)	Total Patrol Officers in Patrol Division - 2018 budget			76
(R)	Estimated hourly amount for shift differential (assumes even distribution):			
	Estimated hourly amount for shift differential (no shift diff now)	\$	-	
(S)	Fringes at most recent annual Investigative Division fringe rate:			
	Total actual Invest. Div. fringes per Gen. Ledger 2017	\$	670,633.39	
	no adjustment	\$	-	
	Total adjusted Invest. Div. Fringes	\$	670,633.39	
	Invest. Div. OT/Comp per Gen. Ledger 2017	\$	106,197.52	
	Less: Estimated fringes on overtime at 5.5%	\$	21,983.51	
	Estimated adjusted fringes on regular and paid leave	\$	648,639.88	
	Invest. Div. Regular wages per G/L 2017	\$	1,931,888.95	
	Invest. Div. OT/Comp earnings per G/L 2017	\$	(106,197.52)	5.5%
	Total Invest. Div. Wages & Pd. Leave earnings	\$	1,825,691.43	
	Adj. Fringes at most recent annual Invest. Div. Fringe rate (excl. OT)			35.53%
(T)	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)			for 2019 9
	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)			for 2020 10
	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)			for 2021 11
(U)	Percentage of investigative cases for municipality	2015- 2017 average percent		20.32%
(V)	Add'l pay adjustment for DEO II			Bellevue
	Annual cost for DEO II (same as Sgt. computed in formula)	\$	117,381.46	
	Annual average cost for Officer	\$	102,968.61	
	Additional pay adjustment for DEO II	\$	14,412.85	

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Police Serv
Comp. 2016-21
Bellevue rev 8-2-18

BROWN COUNTY SHERIFF'S DEPARTMENT
Village of Bellevue Police Services Contract Computations
For 2021

Appendix B
8/2/2018

Patrol Officers: (cost for officer on an hourly basis)

Hourly Patrol Officer base pay rate	\$	34,7616	(A)
Add: Estimated hourly amount for shift differential	\$	0,4300	(C)
Add: Estimated hourly amount for holiday "premium" pay	\$	0,5526	(D)
Sub-total	\$	35,7442	
Add: Fringes at most recent annual Patrol Division fringe rate	40.81%	\$ 14,6796	(E)
Add: Estimated hourly amount for training	\$	0,2163	(F)
Add: Estimated hourly amount for uniform allowance	\$	0,2390	(G)
Total - Hourly Patrol Officer Pay Rate	\$	51,2792	
Times: Base annual hours worked per labor agreement		2,006	
Annual Patrol Officer Cost	\$	102,958,61	
Hours contracted per shift	8		
Times shifts contracted per Day	3		(H)
Times days contracted per week	7		(I)
Hours contracted per week	166		
Hours Contracted per year	8,736.00		
Average annual hours worked per FTE	1,678.38		(J)
Computed number of FTEs to fill contracted hours *		5,2050	
Costs for Contracted Patrol Officer FTEs		\$ 535,953.57	

* works out to shift relief factor of 1.74

Patrol Supervision: (allocation of Patrol Sgts.)

Hourly Sergeant pay rate	\$	39,7300	(K)
Add: Estimated hourly amount for shift differential	\$	0,4300	(M)
Add: Estimated hourly amount for holiday "premium" pay	\$	1,0888	(N1)
Sub-total	\$	41,2488	
Add: Fringes at most recent annual Patrol Division fringe rate	40.81%	\$ 16,7526	(E)
Add: Estimated hourly amount for training	\$	0,2163	(F)
Add: Estimated hourly amount for uniform allowance	\$	0,2390	(G)
Total - Hourly Patrol Sergeant Pay Rate	\$	58,4569	
Times: Base annual hours worked per labor agreement		2,008	
Annual Patrol Sergeant Cost per FTE	\$	117,381,46	
Total Patrol Sergeants in Sheriff's Dept.	9		(O)
Total Patrol Officer FTEs in Dept.	76		(P)
Ratio of Patrol Sergeants to Patrol Officers	0,1184		
Computed number of FTEs to fill contracted hours	5,2050		
Patrol Sergeants allocated to Contract	0,616		
Patrol Sergeant Cost for above FTEs		\$ 72,352.04	
TOTAL PATROL COSTS		\$ 608,305.61	

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Investigative Personnel:

Hourly Investigative Sergeant pay rate	(used same as Patrol)	\$	39.7300	
Add: Estimated hourly amount for shift differential		\$	-	(R)
Add: Estimated hourly amount for holiday "premium" pay		\$	1.5357	(N2)
Sub-total		\$	41.2657	
Add: Fringes at most recent annual Investigative Div. fringe rate	35.53%	\$	14.6611	(S)
Add: Estimated hourly amount for training		\$	0.2163	(F)
Add: Estimated hourly amount for uniform allowance		\$	0.2390	(G)
Total - Hourly Investigative Sergeant Pay Rate		\$	56.3821	
Times: Base annual hours worked per labor agreement			2,040	
Annual Investigative Sergeant Cost per FTE		\$	115,019.55	
Total Invest. Sergeants in Sheriff's Dept.			11	(T)
Times: Percentage of Investigative case assignments (2015-2017 average)			20.32%	(U)
Investigative FTEs charged to contract			2.2352	
				\$ 257,091.69

TOTAL PATROL AND INVESTIGATIVE COSTS**\$ 865,397.30****DIRECTED ENFORCEMENT OFFICERS-TRAFFIC/MANPOWER (NOT RELIEVED)**

Deputy at Annual Patrol Officer cost	\$	102,968.61	
Assuming two DEOs & one Manpower Deputy for 2019-21	\$	3.00	
Add'l pay for DEO II Rate (diff. between sgl. rate and top patrolman rate + fringes)	(V)	\$	308,905.82
		\$	14,412.85

TOTAL PATROL, INVESTIGATIVE AND DEO COSTS**\$1,188,715.97****Administrative and Other Costs:**

Percent of total Patrol and Investigative Division Costs to cover:	6%	\$	69,435.80
Human Resources functions			
Administrators ("chief," captain, lieutenants)			
Policies and procedures maintenance			
Payroll/accounting functions			
Records/clerical staff - data processing and storage			
Training Section officers			
Training materials and ammunition			
Internal investigations/backgrounds/hiring			
Evidence technicians			
Evidence/property storage			
Computer/technology upgrades and maintenance			
Back-up vehicles/squads (as needed)			
Officer personal equipment (gun, laser, radio, handcuffs, etc.)			

CONTRACT TOTAL COSTS FOR 2019 (Excluding OT & Traffic Team) - 11 Invest. Sgts.	\$1,246,151.77
CONTRACT TOTAL COSTS FOR 2020 (Excluding OT & Traffic Team) - Based on 2.25% increase	\$1,276,235.19
CONTRACT TOTAL COSTS FOR 2021 (Excluding OT & Traffic Team) - Based on 2.25% increase	\$1,304,960.48

Footnotes:

(A)	Hourly Patrol Officer base pay rate: (using avg. of all patrol)			
	Average rate for officers in Patrol Division 2018 rates*	\$	34.0800	
	Est. wage adjustments for 2019	2.00%	102.00%	
	Est. average pay rate for officers			\$ 34.7616
	* excludes those under 18 mo. Experience			
(C)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average - estimated hourly amount for shift differential			0.4300
(D)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.67	
	Times hours per holiday (shift)		8.25	
	Times hourly patrol officer base pay rate above	\$	34.7616	
		\$	1,912.84	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for premium pay			\$ 0.9526
(E)	Fringes at most recent annual Patrol Division fringe rate:			
	Total actual Patrol Div. Fringes per Gen. Ledger 2017	\$	2,616,996.48	
	Patrol Div. OT/Comp per Gen. Ledger 2017	\$	445,098.85	
	Less: Estimated fringes on overtime at 20.71%	\$	92,179.97	
	Estimated fringes on regular and paid leave	\$	2,524,816.51	
	Patrol Div. wages per G/L 2017	\$	6,661,723.85	
	Patrol Div OT/Comp earnings per G/L 2017	\$	(445,098.85)	
	Total Patrol Div. Wages & Pd. Leave earnings	\$	6,216,625.01	
	Adj. Fringes at most recent annual Patrol Div. Fringe rate (excl. OT)			40.61%
(F)	Estimated hourly amount for training			
	Travel/training per Gen. Ledger 2017 (gross less St/grant reimb.)	\$	68,264.73	
	Add: ammunition/range supplies per Gen. Ledger 2017	\$	62,928.48	
	Total training costs for 2017	\$	131,193.22	
	Div. By Sworn and Correctional Officer FTEs for 2017		302	
	Average training cost per Sworn & Correctional officers		434.4146368	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for training			\$ 0.2163
(G)	Estimated hourly amount for uniform allowance			
	Contractual annual allowance	\$	480.00	
	Div. by annual contractual hours for 6&3 officers		2,008	
	Estimated hourly amount for uniform allowance			\$ 0.2390
(H)	Shifts contracted per day:			3
(I)	Days contracted per week:			7
(J)	Average annual hours worked per FTE:			
	Contractual hours per year (6&3 officers)		2,008.00	
	Less: Avg. vac. hours 2017 - Patrol Div. Deputies		(262.50)	
	Less: Avg. sick leave hours 2017 Patrol Deputies			incl. w/ casual
	Less: Est. avg. workers comp. & STD Patrol Deputies		(7.12)	
	Less: Avg. casual leave hrs. 2017 all sworn officers		(40.00)	
				1,578.38

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(K)	Hourly Sergeant pay rate:			
	Hourly weighted avg rate for sgts. in Patrol Division - 2019 rate	\$	39.7300	for 653
	Est. wage adjustments - for 2019	0.00%	100.00%	
	Est. pay rate for sergeants in Patrol Division		\$	39.7300
(M)	Estimated hourly amount for shift differential (assumes even distribution):			
	Shift diff. - A shift	\$	-	
	Shift diff. - B shift	\$	0.55	
	Shift diff. - C shift	\$	0.74	
	Average			0.4300
(N1)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		6.87	
	Times hours per holiday (shift)		8.25	
	Times hourly Patrol Sgt. pay rate	\$	39.73	
		\$	2,186.24	
	Div. by annual contractual hours for 653 officers		2,008	
	Estimated hourly amount for premium pay		\$	1.0888
(N2)	Estimated hourly amount for "Premium Pay" for holidays:			
	Estimated number of holidays scheduled to work		10	
	Times hours per holiday (shift)		8	
	Times hourly Investigator pay rate	\$	39.1800	
		\$	3,132.80	
	Div. by annual contractual hours for 582 officers		2,040	
	Estimated hourly amount for premium pay		\$	1.5357
(O)	Total Patrol Sergeants in Patrol Division			9
(P)	Total Patrol Officers in Patrol Division - 2018 budget			76
(R)	Estimated hourly amount for shift differential (assumes even distribution):			
	Estimated hourly amount for shift differential (no shift diff now)	\$	-	
(S)	Fringes at most recent annual Investigative Division fringe rate:			
	Total actual Invest. Div. fringes per Gen. Ledger 2017	\$	670,633.39	
	no adjustment	\$	-	
	Total adjusted Invest. Div. Fringes	\$	670,633.39	
	Invest. Div. OT/Comp per Gen. Ledger 2017	\$	106,197.52	
	Less: Estimated fringes on overtime at 5.5%	\$	21,993.51	
	Estimated adjusted fringes on regular and paid leave	\$	648,639.88	
	Invest. Div. Regular wages per G/L 2017	\$	1,931,888.95	
	Invest. Div. OT/Comp earnings per G/L 2017	\$	(106,197.52)	5.5%
	Total Invest. Div. Wages & Pd. Leave earnings	\$	1,825,691.43	
	Adj. Fringes at most recent annual Invest. Div. Fringe rate (excl. OT)			35.53%
(T)	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)		for 2019	9
	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)		for 2020	10
	Total Sergeants in Invest. Division (exc. 2 fraud Invest.&1 DA/Juv.)		for 2021	11
(U)	Percentage of Investigative cases for municipality	2015- 2017 average percent		20.32%
(V)	Add'l pay adjustment for DEO II			Bellevue
	Annual cost for DEO II (same as Sgt. computed in formula)	\$	117,381.46	
	Annual average cost for Officer	\$	102,968.61	
	Additional pay adjustment for DEO II	\$	14,412.85	

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Addendum to Brown County Police Services Contract

With the Village of Bellevue

This Addendum dated this ____ day of _____ 2020, is hereby agreed to by and between Brown County (hereinafter "COUNTY") and the Village of Bellevue (hereinafter "VILLAGE"), (collectively "PARTIES") and shall be incorporated into and become a part of the original Police Service Agreement (hereinafter "SERVICE AGREEMENT") between the PARTIES, dated October 10, 2018.

RECITALS

WHEREAS, the Parties entered into a Service Agreement for a three (3) year term commencing January 1, 2019 and ending December 31, 2021; and,

WHEREAS, the VILLAGE is requesting to change services under the SERVICE AGREEMENT for the year 2021.

NOW THEREFORE, in consideration of the mutual covenants and promises stated below, the PARTIES agree as follows:

1. **Recitals.** The above recitals are true, correct and incorporated herein.
2. **Contract terms.** The original SERVICE AGREEMENT between the PARTIES is for a three (3) year term commencing January 1, 2019 and running through December 31, 2021. It is the intent of the PARTIES that this Addendum shall change services for the year 2021 (final year of current contract).
3. **Change in Services.** The VILLAGE requests this change for 2021 (final year of current SERVICE AGREEMENT):
 - a. The addition of one full time position added to the current SERVICE AGREEMENT.
4. **Costs.** This Addendum changes/expands the services agreed to between the PARTIES at an annualized cost of \$113,037.04 for 2021 (final year of current SERVICE AGREEMENT).
 - b. Due to the position addition change under 3. a. above, beginning on 02-07-20, the prorated expanded amount for the remainder of 2021 is \$101,575.08.
 - c. Appendix A, as well as Attachment B of the SERVICE AGREEMENT are amended to reflect the change in the costs to the VILLAGE. It is understood that any reference to Appendix A in the SERVICE AGREEMENT shall be replaced with the "Amended Appendix A - Dated 11-06-20."

11h

5. **Intent.** It is the intent of the PARTIES that this Addendum is incorporated into the original SERVICE AGREEMENT and in all respects, all the terms and conditions of the original SERVICE AGREEMENT dated October 10, 2018 shall remain in full force and effect.
6. **Severability.** The provisions of this Addendum are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Addendum shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Addendum.
7. **Drafting.** All PARTIES have contributed to the drafting of this Addendum. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any PARTY by virtue of that PARTY having drafted the document or any portion thereof.
8. **Authorization.** The persons signing this Addendum warrant that they have been authorized to enter into this Addendum by and on behalf of their respective PARTIES and that they have full and complete authority to bind their respective PARTIES by executing this Addendum.
9. In all other respects, all the terms and conditions in the October 10, 2018, SERVICE AGREEMENT shall remain in full force and effect.

VILLAGE OF BELLEVUE

By: _____
Diane Wessel
Village Administrator

By: _____
Karen Simons
Clerk-Treasurer

COUNTY OF BROWN

By: _____
Todd J. Delain
Brown County Sheriff

By: _____
Sandy Juno
Brown County Clerk

11h

AMENDED APPENDIX A – Dated 11-06-20

**Summary of Contract Costs
Village of Bellevue
Years 2019, 2020 and 2021**

Per Appendix B, as of 1-1-21, the formula computed total costs are as follows:

2019	\$1,356,268.81
2020	\$1,386,784.86
2021	\$1,417,987.52

*The actual total amount due in 2021 will be \$1,406,525.56 due to the position not starting until 2-07-20. ($\$1,304,950.48 + \$101,575.08 = 1,406,525.56$)

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Public Safety Committee and Administration Committee

No. 11i -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE SHERIFF'S DEPARTMENT.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a table of organization request was submitted by the Sheriff's Department ("Department") during the 2021 budget process; and

WHEREAS, the department provides contracted police services to the Village of Bellevue; and

WHEREAS, the department is requesting to add one (1.00 FTE) Patrol Officer position which would not have a shift relief factor like a DEO officer; and

WHEREAS, the department staff will be required to add an additional Officer to shift an existing Sheriff's Deputy to Bellevue;

WHEREAS, contractual charge to the Village of Bellevue will cover additional Sheriff's costs; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department's table of organization: the addition of one (1.00) FTE Patrol Officer position.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the Department's table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the addition of one (1.00) FTE Patrol Officer position.

BE IT FURTHER RESOLVED, that, should the funding end, said Position will end and be eliminated from the Department's table of organization.

Budget Impact: - Sheriff's Department

Annual Budget Impact 2021	FTE	Addition /Deletion	Salary	Fringe	Total
Patrol Officer \$24.50/hr Position #: TBD Hours: 2,008	1.0	Addition	\$49,196	\$24,778	\$73,974
Village of Bellevue Contract Increase (staff offset)					(\$73,974)
Annual Budget Impact					0

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Amended Bellevue contract will cover the additional Patrol Officer and ancillary costs.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-126R

Authored by Sheriff's Department

Final Draft Approved by Corporation Counsel's Office

ATTACHMENTS TO RESOLUTION #11I
ON THE FOLLOWING PAGES



305 E. WALNUT STREET
P.O. BOX 23800
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/25/20
REQUEST TO: Public Safety, Administration and County Board Budget Meetings
MEETING DATE: 12/2, 12/3 and 12/16, respectively
REQUEST FROM: Todd DeLain
Sheriff
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE SHERIFF'S DEPARTMENT

ISSUE/BACKGROUND INFORMATION:

The Brown County Sheriff's Office provides police services to the Village of Bellevue on a contractual basis. The current contract period is 2019-2021. The Village has requested the 2021 contract year be revised to increase the number of patrol officers contracted by one new officer beginning 02/07/21. This position would not have a shift relief factor and therefore would be similar to a DEO officer.

ACTION REQUESTED:

Add 1.0 Patrol Officer

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? The Amended Bellevue contract will cover the additional Patrol Officer and ancillary costs.
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11/25/20

Education & Recreation Committee

No. 11j -- RESOLUTION TO ADOPT THE BAY SHORE COUNTY PARK MASTER PLAN.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Brown County Board of Supervisors adopted the Brown County Comprehensive Outdoor Recreation Plan (CORP) on May 17, 2017; and

WHEREAS, the CORP identified several improvements to be made at Brown County's Bay Shore Park, and these improvements should be made in as organized and efficient a manner as possible by implementing a master planning process. In addition, the 50-year Lakebed Lease agreement between Brown County and the Board of Commissioners of Public Lands will expire in 2025, and it is required that the County develop planned changes in advance of this expiration date in order to seek future renewal of a Lakebed Lease or similar authorizations; and

WHEREAS, the *Bay Shore County Park Master Plan*, attached to and incorporated into this Resolution by attachment and reference, is a culmination of community surveys and interactive meetings, scientific data, past plans and department feedback, lays the groundwork for future development and improvements at Bay Shore County Park, and it is desirable to approve of and adopt it.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the *Bay Shore County Park Master Plan* is hereby approved and adopted.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The projected cost to implement the Master Plan is roughly \$9.8 to \$11.8 million.

Respectfully submitted,

EDUCATION AND RECREATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-100R

Authored by: Parks Departments

Approved by: Corporation Counsel Office

ATTACHMENTS TO RESOLUTION #11J
ON THE FOLLOWING PAGES

PARKS

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-8242 FAX: (920) 448-4054

PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 10/01/2020
REQUEST TO: Education and Recreation Committee, County Board of Supervisors
MEETING DATE: 12/02/2020 Ed & Rec; December 16
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO ADOPT THE BAY SHORE COUNTY PARK MASTER PLAN

ISSUE/BACKGROUND INFORMATION:

The County Board of Supervisors adopted the Comprehensive Outdoor Recreation Plan in 2017, this plan identified several major improvements at Bay Shore County Park. In order to properly implement the identified improvements, the County Board approved a master plan process through the annual budget. A consultant was hired, and this plan is a culmination of work over the past two years with scientific and community engagement. The plan will allow implementation to begin and continue as funding is available.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

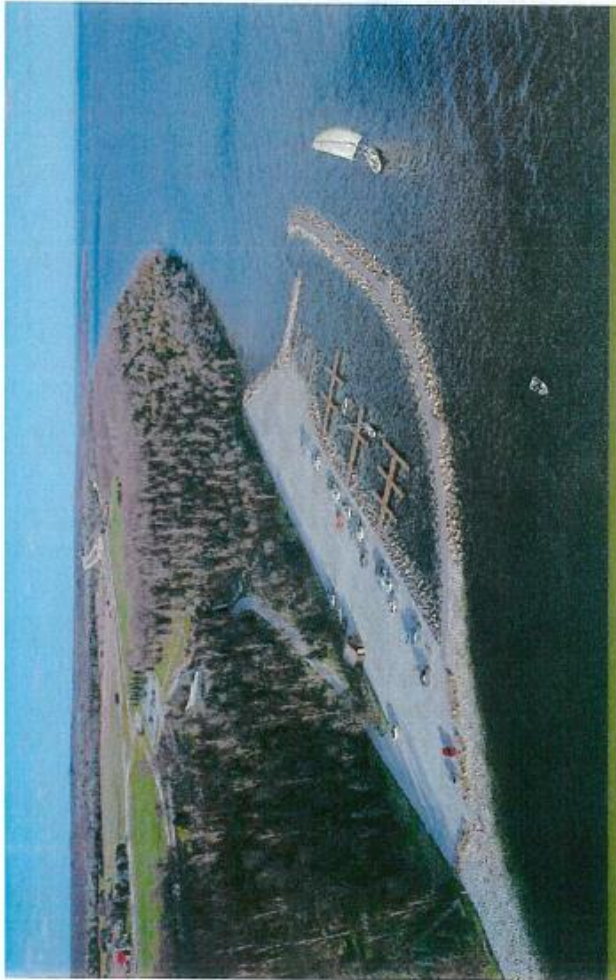
NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact?
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11j

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CECIL DEPEAU BAY SHORE PARK

NEW FRANKEN, WISCONSIN

Park and Harbor Master Plan

Adopted: Month Day, Year

Project #02756

As part of the project, the City of
New Franken is seeking to develop a
Park and Harbor Master Plan for
Cecil Depeau Bay Shore Park and
Harbor.

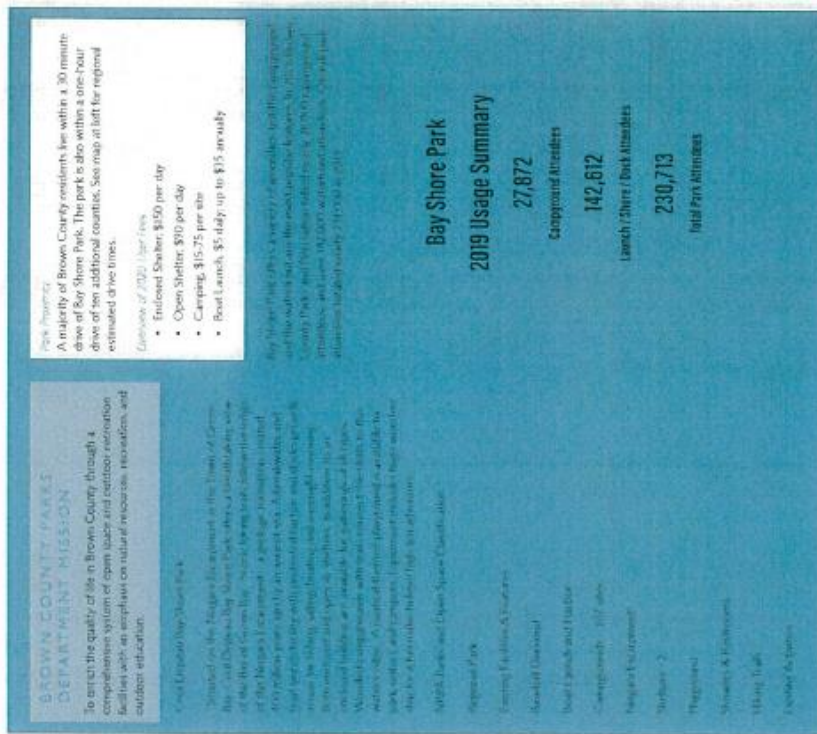


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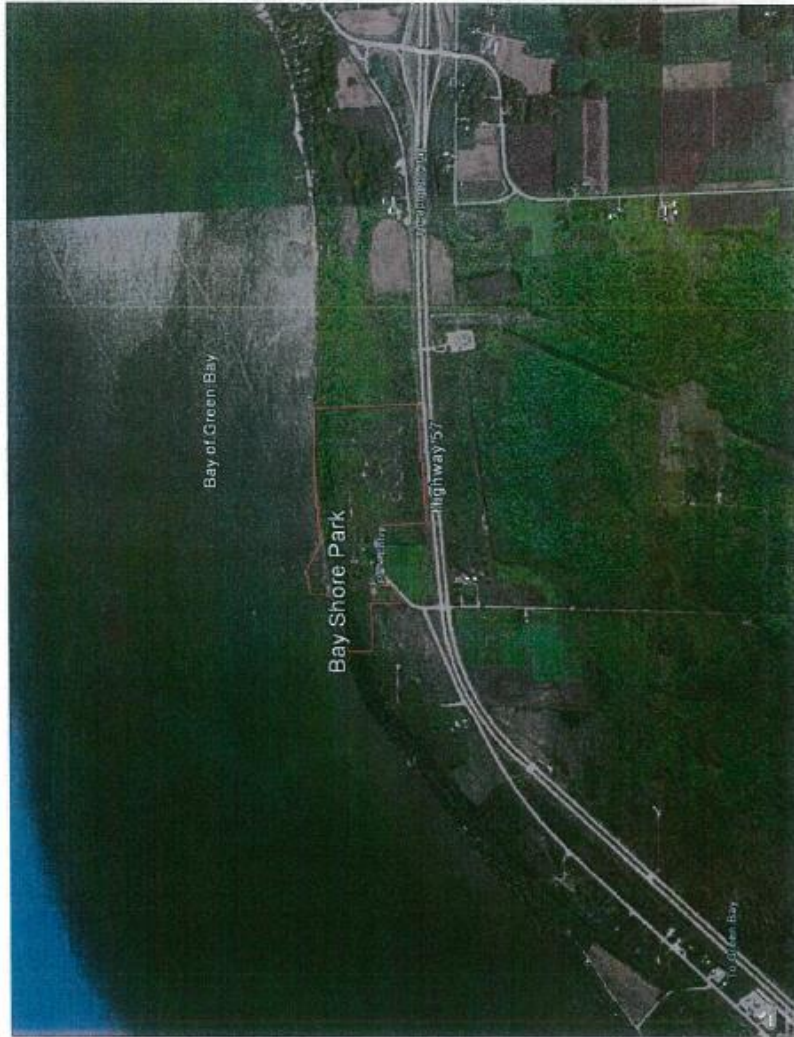


PROJECT CONTEXT + SCOPE

2020 CECIL DEPAUL BAY SHORE PARK + HARBOR MASTER PLAN



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03/09/20



PROJECT CONTEXT

2020 CECIL DERAU BAY SHORE PARK - HARBOR MASTER PLAN

SITE CONTEXT

Bay Shore Park sits slightly off Highway 57 on Bay Shore Road. A WoodDOT park sign is the main indicator of the park's presence for passersby as the park property is not connected to the highway right-of-way. Despite that, the park is well known regionally and saw nearly 231,000 visitors in 2019.

There is a mix of residential housing up and down the shoreline, and large lot estates and working farmsites further inland. Agricultural production and forested land comprise the remainder. The 2015 Future Land Use Map (below) for the Town of Green Bay puts land adjacent to the park for the same uses as are seen today: Single family residential, Agricultural, and Woodland/Other Natural Areas.

According to the 2017 Inventory and Analysis of Brown County Marinas, Launches, and Harbors for Waterscraft Safe Berths, Bay Shore Park is one of three major improved harbor facilities for approximately 35 miles of shoreline, and is the only that qualifies as a designated harbor of refuge.



Town of Green Bay Future Land Use



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WHAT IS A LAKEBED LEASE?
A lakebed lease is the permitting mechanism that allows the original construction of the harbor at Bay Shore Park. This term of the lease is 50 years and it expires in early 2025. As lakebeds are owned by the State, use of the lakebed for this case for a harbor requires a permit for construction within the lakebed.

WHAT IS A BULKHEAD LINE?
Generally, a bulkhead line is a geographic line along navigable water that has been attained by erosion and approved by the Department of Natural Resources which doesn't extend three feet from the bulkhead line and the ordinary high water level. In the case of Bay Shore Park, this bulkhead line defines the furthest extent of harbor construction into the Bay of Green Bay.



The project is, timely in 2025, marks 50 years since the original harbor was developed, and triggers a renewal of the harbor's Lake Bed Lease and Bulkhead Line with the State / Wisconsin DNR. Definitions of both Lake Bed Lease and Bulkhead Line are available above.

PROJECT SCOPE

A park master plan is a big picture, long term look at park improvements. The scope for this master plan took guidance from the 2017 Brown County Comprehensive Outdoor Recreation Plan (2017 COORP) and the 2017 Bay Shore Park Boat Launch Feasibility Study. The work plan included the following components in the order they were prioritized in the COORP:

- 1 Harbor expansion/renovation, ADA accessibility, and boater and non-boater conflicts
- 2 Refreshment
- 3 Construct visitor center, fish cleaning station and boat wash station
- 4 Carport/garage expansion along the Niagara Escarpment
- 5 Consider carrying out amenities
- 6 Construct open air garages overlooking the Bay of Green Bay
- 7 Improve main entrance sign for highway visibility

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The access drive to harbor level offers dramatic views to the bay.



An old stone kiln is nestled in the slope and is one of the many interesting site features.



The existing breakwater pier and docks are often impacted by wind and wave action with the recent high water levels.



Overflow boat and trailer parking often overlaps with the existing ballfield.



Monumental stone outcroppings are present throughout the site, a demonstration of ancient land use.



The existing bathroom building is a critical amenity for the harbor level. Improvements would support accessibility and repairs.



The workshop and maintenance area is a backdrop to the central open lawn.



The wooded trail is quiet and meanders along the western portion of the site.



Harbor level parking is often constrained with vehicle and pedestrian conflict along the bikeway etc.



Existing entry sign may be more effective at a larger scale and closer to the "x" in the road.



Adding this provides access along the difficult terrain. Improvements would minimize disturbance and increase accessibility.



With modifications, existing metal stairs provide a precedent for future access improvements top of ledge to harbor level.

EXISTING FEATURES

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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Site Opportunities Summary

Cecil DePaul Bay Shore Park offers a wide variety of unique facilities within the Boston County Park System. There is camping, day use facilities, shore fishing, a beach and boat launch among others. This analysis identifies opportunities to improve facilities, as identified in the Comprehensive Plan, and to create an enjoyable experience for all visitors. This analysis and public feedback will become the basis for preliminary concept and the final master plan.



- A. Harbor parking and boat launch. Heavy use and conflicts between visitors to campgrounds and parking areas; no shore fishing and boat use.
- B. Strong and historic access to water. Consider how it can be used for all.
- C. Improved view through trails to Bay. Access to lower level trail. Potential for interpretation and/or cross-trail.
- D. Open view to the water existing over low. Separate for interpretation and/or boat launch.
- E. Existing Woodland Trail. Identify its educational significance.
- F. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- G. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- H. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- I. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- J. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- K. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- L. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- M. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- N. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.
- O. Existing trail and are used as trail how trail is used. Potential for interpretation and/or boat launch.



EXISTING SITE ANALYSIS
2020 CECIL DEPAUL BAY SHORE PARK + HARBOR MASTER PLAN

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111



Community Engagement SURVEY SUMMARY

3
Neighborhood Meetings
Representing 5 Households

160
Pre- and Post-Concept Survey
Participants

20
User Group
Workshop Participants

11
Virtual Open
House Attendees, plus 10
pre-submissions

WHERE DO YOU LIVE?

An overwhelming majority of survey respondents are from Brown County.



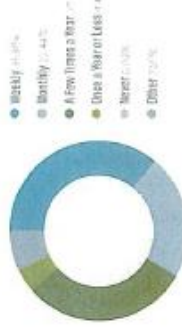
WHAT INTERESTS YOU MOST ABOUT VISITING BAY SHORE PARK?

The best trails, campground, and playground rated as most interesting to respondents.



HOW OFTEN DO YOU VISIT BAY SHORE PARK?

A broad variety of weekly, monthly, and a few times a year respondents weighed in.



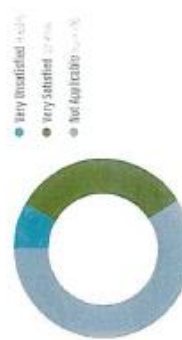
WHAT WOULD YOU LIKE TO SEE MORE OF AT BAY SHORE PARK?

Response themes in this open-ended question included harbor and upper level parking, harbor area capacity, fishing amenities, and beach improvements.



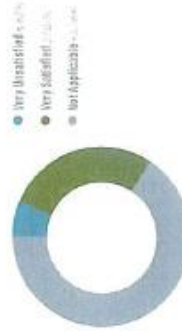
HOW SATISFIED ARE YOU WITH BAY SHORE PARK'S TRAILS?

Of respondents interested in park trails, most are Very Satisfied.



HOW SATISFIED ARE YOU WITH BAY SHORE PARK'S CAMPGROUND?

Of respondents interested in the park campground, most are Very Satisfied.



HOW SATISFIED ARE YOU WITH BAY SHORE PARK'S HARBOR?

Of respondents interested in the park harbor, most are Very Unsatisfied.



WEBSITE ANALYTICS



When I was younger, my dad would take me down the trails, and I thought it was the coolest thing. My neighbors and I would hike down to Bay Shore and play in the park or sit down below.

We absolutely love camping at Bay Shore. It's our favorite place. We camp 3 to 5 times a summer there and have for the last 4 or 5 years. We wish seasonal sites were available, as we would certainly be interested in something like that.

We have enjoyed great fishing out of Bay Shore Park Harbor and have recently taken my children for boat rides and anchored near the beach to swim. It's excellent to watch the numerous local families get access to the beach/water to fish and swim, especially now when most activities have been limited due to distancing. These public access points are invaluable during these times. Let's provide better access for generations to come.

Camping would be tops, but watching beautiful sunsets by the water is a close second.

1070 CECIL DEPAUL HAY SHORE PARK + HARBOR MASTER PLAN

11j

WHAT CHANGES, IMPROVEMENTS, OR ADDITIONS COULD BETTER YOUR EXPERIENCE AT BAY SHORE PARK?

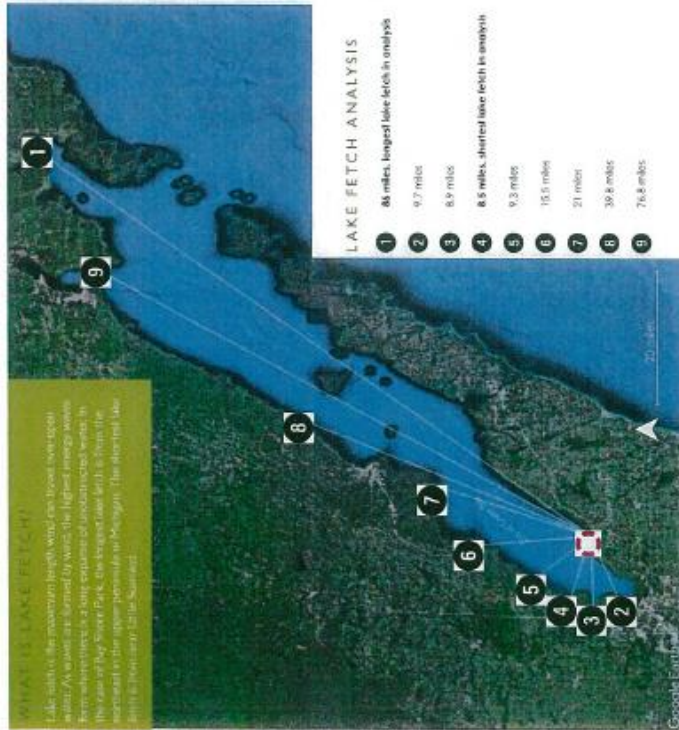
Answers to this open response question largely sought to leverage and expand existing park users and events including parking, bike trails, and beach improvements. Conflicts between various user groups also arose frequently.

A word cloud of amenities and services for a waterfront park. The words are arranged in various sizes and orientations, with some in blue and others in green. The words include:

- SAFE HARBOR
- WINTER ACCESS
- CAMPING
- TRAILS
- RENTALS
- SIGNAGE
- ACCESSABILITY
- PARK MAINTENANCE
- CONCESSIONS
- PLAYGROUND
- RESTROOMS
- SHELTER
- KID-FRIENDLY
- SAFETY
- SHORE FISHING
- BOAT WASH
- FISH CLEANING AREA
- SUPERVISION
- IMPROVED PARKING
- AMPHITHEATER
- RESERVATIONS
- TRASH CANS
- CAMERAS
- WAYFINDING
- TRAILS
- SHUTTLES
- NATURE
- WINDSOCK
- CONFLICTS
- ELECTRICITY
- HOOK-UPS
- ICE FISHING
- PICNIC AREA
- BEACH AREA
- FISH CLEANING
- SHORE FISHING
- BIKING
- WATERFRONT
- SLIPS
- DREDGING
- SECURITY
- SPLASH PAD
- QUEUE
- EDUCATION + PROGRAMMING

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WHAT IS LAKE FETCH?
 Lake fetch is the maximum length wind can blow over open water. As wind is formed by waves, the highest energy waves form where there is a long exposure of undisturbed water. In the case of Bay Shore Park, the longest lake fetch is from the northeast in the open peninsula in Michigan. The shortest lake fetch is from the west in the Sound.



Contextual Design

Schematic analysis for the harbor included everything from regional improvements within the current harbor footprint, to an analysis of more ambitious prior water plans. All were considered for their ability to address the scope and priority of this project and the context of future plans. Paramount in this analysis was safety of boaters and harbor users, and an awareness of this harbor's status as a recreational harbor of refuge.

In order to put forth a plan with a reasonable expectation of project permitting by governing agencies, harbor schemes were considered for construction practicality and boater safety. As the public good is the base requirement for making changes to a harbor, the public good is the base requirement for making changes to a harbor. The public good is the base requirement for making changes to a harbor. The public good is the base requirement for making changes to a harbor.

The context of Bay Shore Park Harbor within the Bay of Green Bay was also considered. A later berth analysis, annotated in the maps and table on this page, indicated that the goals of protecting the harbor from winds, and boats from breaching waves during harbor approach would be well served by shifting the harbor entrance toward the west where the lake fetch is the shortest. The existing harbor entry accepts high energy waves due to the long northeast lake fetch. Schemes which opened to lower energy waves (shorter lake fetch) raised high in this analysis.

As water depths increase rapidly beyond the existing breakwater embankments, harbor schemes which fell within the existing breakwater alignment (dredge cutaway waters) were pursued. This decision was largely based on cost, as a major cost increase in water construction for the breakwater to shift north into deeper water. The previously mentioned case for shifting the breakwater line would come into play here too, though perhaps with less concern by permitting agencies if the increased embankment into public waters served a public need.

Ultimately a single harbor concept was developed for public review as it was able to most clearly satisfy the harbor renovation priorities of:

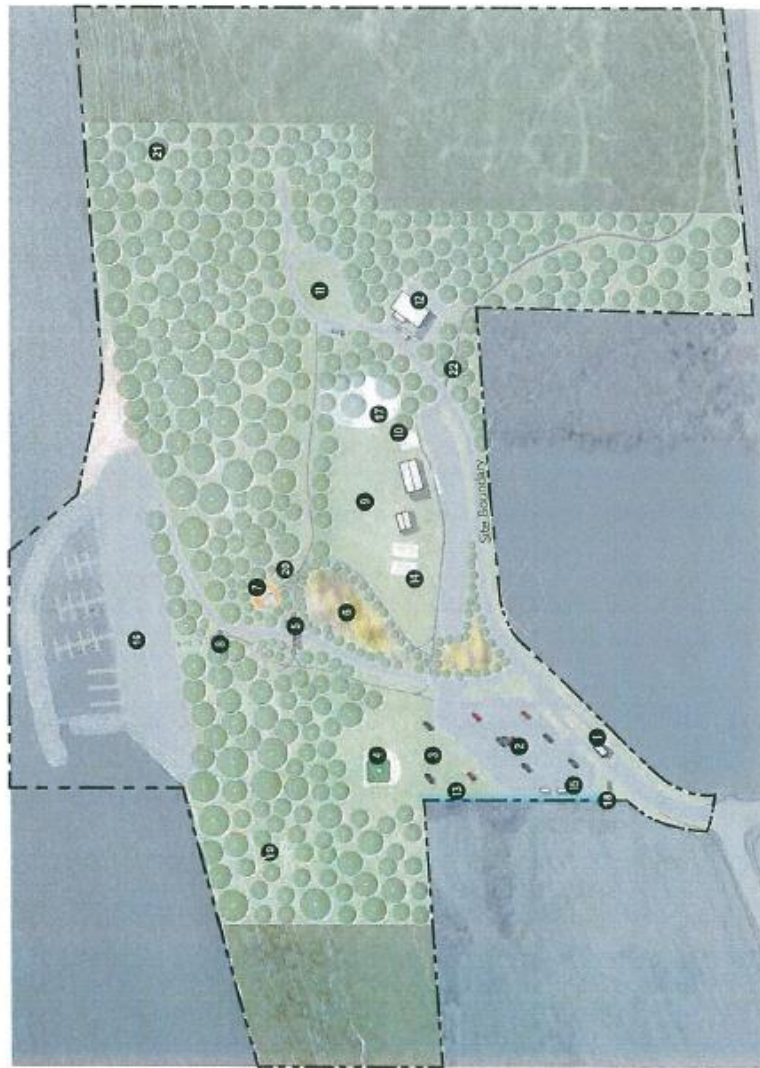
- middle of the road cost
- reasonable expectation of project permitting by governing agencies
- greatest protection from winds
- slightly more harbor capacity
- ADA accessibility and increasing boater and non-boater conflicts

HARBOR DESIGN

2020 CECIL DEFEAU BAY SHORE PARK + HARBOR MASTER PLAN

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11



CONCEPTUAL PARK COMPONENTS

- 1 Ranger Station and Welcome Center
- 2 36 Stall Truck Trailer Parking
- 3 21 Stall Reinforced Turf Overflow Parking
- 4 Little League Field
- 5 Bridge and Overlook Abutments
- 6 Pollinator Meadow
- 7 Depressed Amphitheater With Integrated Picnic Shelter
- 8 Ledge Stairs and Overlooks
- 9 Open Lawn
- 10 Splash Pad
- 11 Traffic Loop
- 12 Relocated Workshop Area
- 13 Stormwater Management Swale
- 14 Renovated and Relocated Sand Volleyball Courts
- 15 Fish Cleaning and Boat Washing Station
- 16 Harbor Renovation (maintain existing parking quantity)
- 17 Existing Playground Location
- 18 Proposed Monument Sign
- 19 Educational Signage For Existing Trails
- 20 Interpretive Signage for Historic Packmen Lodge
- 21 Additional Camping or Yurt Sites
- 22 Entrance and Mainline Pedestrian Trails

CONCEPT A

2020 CECIL DEPAUL BAY SHORE PARK + HARBOR MASTER PLAN

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(unrevised)

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CONCEPT B

2020 CECIL DEPAUL BAY SHORE PARK + HARBOR MASTER PLAN

CONCEPTUAL PARK COMPONENTS

- 1 Ranger Station and Welcome Center
- 2 20 Stall Truck Trailer Parking
- 3 28 Stall Reinforced Turf Overflow Parking
- 4 All-Grade Amphitheater
- 5 Bridge and Overlook Abutments
- 6 Pollinator Meadow
- 7 Stairs from Lime Kiln To Shore
- 8 Ledge Stairs and Overlooks
- 9 Open Lawn
- 10 Picnic Shelter
- 11 Traffic Loop
- 12 Relocated Workshop Area
- 13 Stormwater Management Swale
- 14 Renovated and Relocated Sand Volleyball Courts
- 15 Low Ropes Course
- 16 Harbor Renovation (maintain existing parking quantity)
- 17 Existing Playground Location
- 18 Existing Overlook With Stabilizing and Accessibility Renovations
- 19 Additional Camping or Yurt Sites
- 20 Interpretive Signage for Historic Packers Lodge
- 21 Entrance and Maintain Pedestrian Trails

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10/1/2020

11j

- Park-level boat trailer parking. 35 paved stalls and 21 gravel spaces for parent system parking stalls.
- Little league ballfield.
- Spanish and new existing playground and volleyball building.
- Volleyball courts moved to create more open lawn area.
- Large single shelter with a picnic shelter.
- Large group shelter with a picnic shelter.
- Boat walking stations located towards the west side of the parking lot.
- Workshop area relocated to the westland edge before campground entry.
- Habitat improvements consistent across concepts.

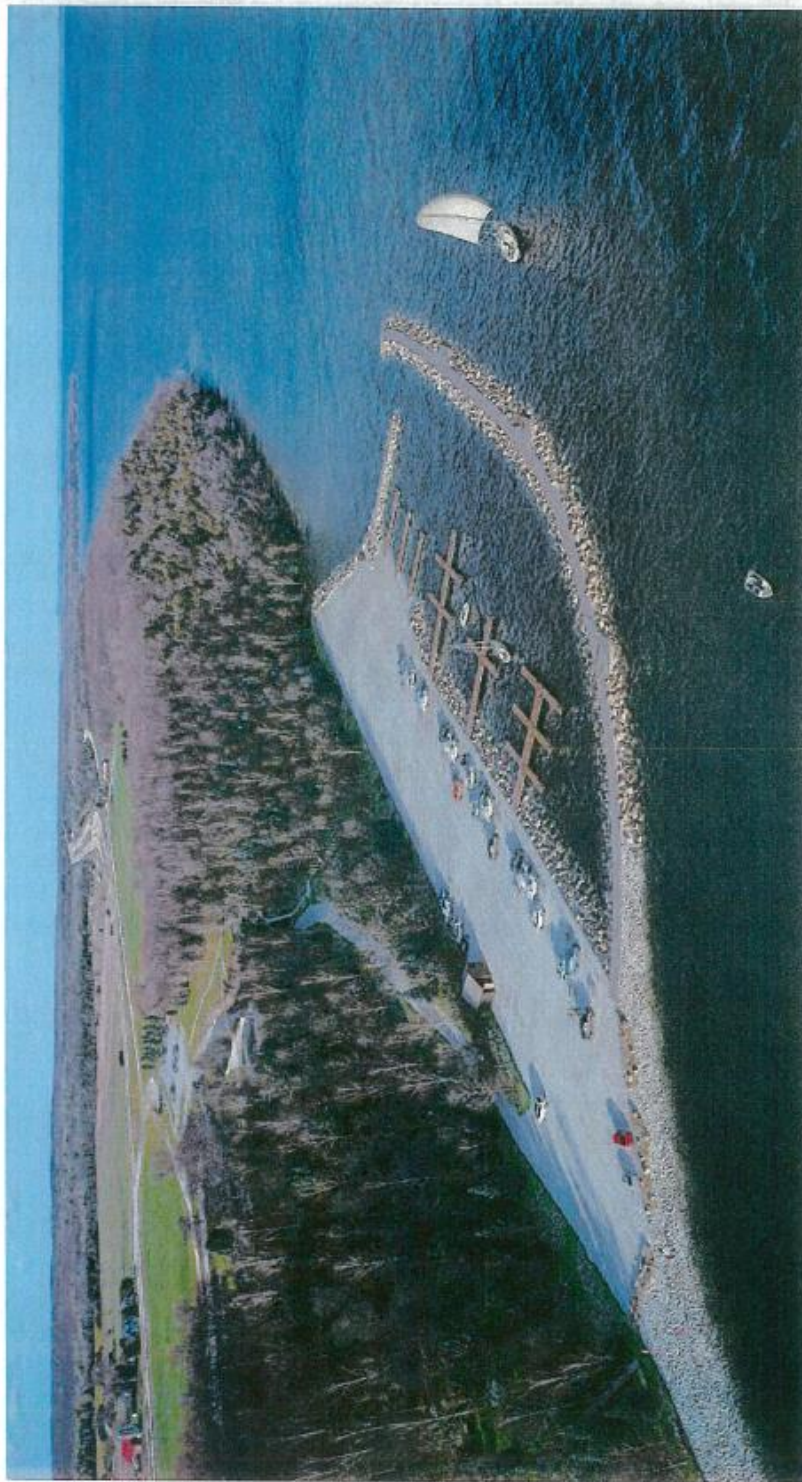
[illegible]

- Park had lost train parking 20 parent cars and 28 parent grade power system parking slots.
- Low ropes course located in the open lawn area.
- Volleyball courts coordinate more closely to playground location.
- Smaller or grade-another theater space.
- Separate stairs, rather than close to playground walkway.
- A larger pollinator meadow and less mowed lawn.
- The Workshop area relocated after the camp and to city.
- Half-log firewood shed consistent across concepts.

Feedback was submitted during the Virtual Open House, via an Online Post Open House Survey and through neighborhood meetings, email and phone conversations. The following is a summary of those comments that refined the two concepts into a single Master Plan. See appendix for full written comments.

[illegible]

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VISUALIZATION OF PROPOSED HARBOR

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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FOR REVIEW ONLY
11/27/20

11j



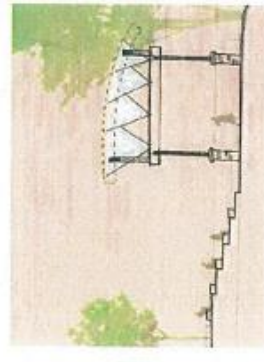
SITE FEATURES AND AMENITIES

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN



Structures
A nature theme resonated strongly as roadside amenities and preliminary ideas about structures were discussed for future park improvements. Stone is visible in the site's geological features, sedimentary tree trunks, wooded meadows, meandering and rugged trails, and the ever-present walls of the bay are all inspirations as proper's move forward. The images here offer inspiration for potential facades and a series of sketches developed as part of the project. Timber, weathered steel, and stone feature prominently as the sailing-inspired shade canopies, and the striking form of racks and arches.

The proposed amphitheater / picnic shelter / potential bridge area have great proximity to the former Lockwood Lodge facility once home to the Pickers, and a breathtaking view of the bay. This is a prime place to convey the geologic and human history of the site. The high visibility of these features lend them well to sponsorship potential.



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Harbor and Fishing Amenities
Improvements to harbor and fishing amenities (noted as high priority for the 2017 CDR) This sentiment was echoed by anglers and boaters who frequent the park. Improvements include local precedents and potential products to accomplish the desired goals.

Digital permit kiosk (upper left). This example, located in Carmody Park in Duval County is solar powered and would digitize the payment system allowing park staff to support park tasks beyond fee collection.

Fish cleaning station (in left). The new Twin Rivers fish cleaning station is larger than that designed for Bay Shore Park, but is a modern system with waste conveyance and containment.

Boat wash (lower). This wireless boat cleaning station, is a new feature at Carmody Park. Similar models are already at George Prince Park and will be installed at Chandler Park, also in Duval County for the parks referenced, the units are free for boaters to use and can be solar powered.

Truck trailer parking in Upper Park (lower left). Over time parking areas have potential for a porous grass canopy system in lieu of extensive impervious pavement. The example in the lower left is a stadium parking area with minimal traffic during specific portions of the year, a condition similar to Bay Shore Park.



SITE FEATURES AND AMENITIES

2020 CECIL DEFEAU BAY SHORE PARK + HARBOR MASTER PLAN

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Furnishings
Top Row Images
 The nature theme is carried through into the site furnishings palette. Wood and metal are envisioned throughout with comfortable chairs and benches, picnic tables, trash and recycling receptacles, pedestrian scale lighting and bike racks. Black metal or charred steel and local treated "thermally" native wood will blend into the natural surroundings and stand the test of time.

Signage
Middle Row Images
 A signpost monument sign at the park entry establishes arrival and provides a gateway threshold. Native stone, timber and black or dark metal accents would be appropriate.



Educational signage at key nodes in the park can support self-guided tours and programmed groups. A series of this sign type could occur on the site describing everything from the ecological history of the Niagara Escarpment to activities on the Bay, and even the site's unique historical connection to Green Bay Packers Football.

Small-scale interactive education and wayfinding signs can take myriad forms. These two examples use simple materials and messages in a context sensitive manner. This sign type would be conducive to a public art or community service partnership.

Play and Art
Bottom Row Images
 A splash pad in the upper area of the park would bolster day use and encourage use activities. It would also use some pressure off the existing beach, a difficult place to maintain for anything more than beach combing and peaceful views. A splash pad requires the same water quality standards and equipment as a pool, but without the required requirement. It can be a refreshing, and ADA accessible, amenity for the young and young at heart.

Nature inspired art in this case a view framed by woven wicker can blend into the environment, convey a message, and provide delight. Nature-themed art at Bay Shore Park could serve to frame interesting views, emphasize the immense sky for star gazing, interpret the local flora and fauna, educate visitors about the sensitive local geology and so much more. The impact of features can be light and ephemeral, or grand and awe-inspiring. Interpretive educational art at the park would be conducive to local partnerships or sponsorship.



SITE FEATURES AND AMENITIES

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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11

THE ROLE OF PRAIRIE PLANTS:

Bay Shore Park's natural beauty would support low-lying and more resilient meadow and prairie. Likely locations include:

- Scenic areas of the site, top of ridge and easily eroded areas.
- Lawn areas with little foot traffic and low programming potential.
- Lawn areas in close proximity to other educational programming, outdoor classroom opportunities.

Replanting some of the mowed lawn at the park with a low prairie with native, sustainable plants offers many benefits:

- Less regular maintenance and mowing in areas that are of little play use.
- Added value to local flora and fauna.
- Interesting test plot and education opportunity for on-site programming and park visitors.

Plants that could be integrated into the prairie seed areas and could be integrated into the low planting beds in pedestrian intense areas of the site. The park entry median, key trail nodes, and near the new amphitheater and splash pad are likely locations for small planting beds.

Implementation and maintenance of these areas could be supported by community service projects with local scouting organization or others.



Purple Prairie Flower | *Lespedeza bicolor*
This flower has elegant foliage and upright stems that grow 3-4 feet tall. It is a native plant and is very hardy, growing in a wide variety of soils. It is a popular choice for gardeners and is a good addition to a pollinator garden.



Purple Prairie Flower | *Lespedeza bicolor*
This flower is a popular prairie flower with a spike of tightly lined buds. It is a native plant and is very hardy, growing in a wide variety of soils. It is a popular choice for gardeners and is a good addition to a pollinator garden.



Purple Prairie Flower | *Lespedeza bicolor*
This native prairie grass is a native and recognizable color. It is a popular choice for gardeners and is a good addition to a pollinator garden. It is a native plant and is very hardy, growing in a wide variety of soils. It is a popular choice for gardeners and is a good addition to a pollinator garden.



Purple Prairie Flower | *Lespedeza bicolor*
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Purple Prairie Flower | *Lespedeza bicolor*
This flower is a popular prairie flower with a spike of tightly lined buds. It is a native plant and is very hardy, growing in a wide variety of soils. It is a popular choice for gardeners and is a good addition to a pollinator garden.



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This flower is a popular prairie flower with a spike of tightly lined buds. It is a native plant and is very hardy, growing in a wide variety of soils. It is a popular choice for gardeners and is a good addition to a pollinator garden.



- PHASE 1**
- Switch breakwater jetty by adding new yellow arc.
 - Remove new Harbor entry portion from existing breakwater.
 - No permanent change to existing boat ramps or dock in this phase.
- PHASE 2**
- Raise parking lot 1.5 to 2 feet, add two launch lanes and add floating docks.
 - Maintain parking and drive lane configuration to be as efficient as possible.
 - New bathroom building.
- PHASE 3**
- Supplement existing levels on existing breakwater and add new green west extension.
- PHASE 4**
- Beach nourishment.

HARBOR LEVEL RENOVATION PHASING

2020 CECIL DEPPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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PROJECT COST OPINION

A	Ranger Station, Entrance and Upper Parking	Low \$1,980,000 High +20% \$2,380,000
B	Ledge Stairs, West Trail and Overlook	Low \$ 770,000 High +20% \$ 924,000
C	Carriageway Entry Drive and Yurt Expansion Area	Low \$ 334,000 High +20% \$ 401,000
D	Workshop	Low \$ 925,000 High +20% \$1,110,000
E	Spash-pad and Accessible East Side Park Walks	Low \$ 715,000 High +20% \$ 858,000
F	Rockwood Plaza, Amphitheater and Pedestrian Bridge	Low \$ 901,000 High +20% \$1,081,000
G	Harbor Area (see page 19 for Harbor Phase)	Low \$2,500,000 Phase 1 \$2,500,000 Phase 2 \$ 853,000 Phase 3 \$1,000,000 Phase 4 \$ 46,000 High +20% \$3,000,000
Grand Total All Master Plan Projects		Low \$9,946,000 High +20% \$12,035,000

Caution of Possible Cost Abuse
 Projects are broken down into likely groups for efficient construction. Costs include 6.5% for mobilization, 25% contingency for survey design permitting + testing fees and items not account for savings in doing multiple projects at one time. These numbers are estimates for budgeting and funding purposes only based on the year 2020 and are not for bidding or other purposes.

Planning Note
 The planning recommendations in this document are based on COOP priorities and efficiencies in construction. Project phasing can be adjusted based on funding and public need.

MASTER PLAN PROJECTS AND OPINION OF COST

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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2020/20

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Beach Implementation Checklist

DNR PERMITS (Bulkhead Line), BCPL PERMITS (Labeled Lease), and COUNTY PLANNING & ZONING PERMITS (Land Disturbance, Shoreland Zoning)

☐ The municipality shall contact the County Planning & Zoning Department to apply for a regular zoning permit (\$100.00). The application will be subject to erosion control review by the County Soil & Water Conservation Department. (Applicants should be submitted a minimum of one month prior to the start of construction.)

☐ The municipality shall complete the DNR Application for Miscellaneous structures (Form 3500-63P).

☐ The municipality shall indicate both the ordinary high water mark and the proposed bulkhead line upon a map.

☐ The map shall use a scale of not less than 100' = 1 inch or any other scale required by the WDNR.

☐ The map and notes & bounds description of the bulkhead line shall be prepared by a land surveyor registered in WI.

☐ The WDNR may require the installation of permanent reference markers to the bulkhead line.

☐ The municipality must approve an ordinance establishing the bulkhead line.

☐ The municipality shall file online with WDNR for its approval and include a copy of the map, the ordinance, and the description and need for the project.

☐ WDNR will forward application paperwork to the Bureau of Commissioners of Public Lands (BCPL) for their approval of a labeled lease.

☐ Upon approval by the WDNR and BCPL, the municipality shall deliver the map, description and ordinance to the office of Register of Deeds in the county where the bulkhead line lies to be recorded.

☐ 30 days before making its determination of "consistent with public interest", the WDNR shall notify, in writing, the County Clerk and Clerk of City, Town, or Village in which the bulkhead line is proposed and notification will be sent to the U.S. Army Corps of Engineers of the application for the labeled lease.

**** Application Fees:**

COUNTY PLANNING/ZONING (Co. regular zoning) = one time application fee of \$100.00

WDNR (Bulkhead line) = one time application fee of \$603.00 (Any additional activities such as beach grooming (dredging) require additional fees)

BCPL (Labeled lease) = one time fee of \$500.00 and \$100.00/year thereafter.

(DNR needs the \$500.00 fee at the time of application, BCPL will ask for their \$500.00 at a later date.)

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08/17/20

Harbor Permit Schedule

1. Completion of Harbor Design Plan & Specifications
2. Survey of Proposed Bulkhead Line
3. Draft Ordinance by Town of Green Bay
4. WDNR Chapter 30 RP Application to DNR
5. Review
 - a. WDNR (105-135 day review period)
 - a. COE
 - a. BCPL
6. Project Start



Implementation:
Implementation for this Master Plan will occur in phases as funding is secured. A variety of funding mechanisms and sources are outlined on the following page.

Permitted by the Town of Green Bay, Wisconsin DNR (WDNR), Army Corp of Engineers (COE), Board of Commissioners for Public Lands (BCPL), and County Planning and Zoning is required for the harbor improvements. One time shoreline action to note for Bay Shore Park harbor is the expiration of the Labeled Lease in 2025. Harbor improvements will require the following process:

- Harbor Permitting Process**
1. Apply for a WDNR Chapter 30 Individual Permit (IP) for Miscellaneous Structures
 - a. Include the following information in the application:
 - Proposed Marina Design & Specifications
 - Describe bulkhead line/lease boundary (survey and/or legal description) based on proposed marina structure
 - Town of Green Bay DRAFT Ordinance

2. Concurrent Reviews

- a. WDNR will need to make a finding of public interest.
 - Notice to Clerk of Town, Brown County, and COE
 - b. BCPL review and approval of labeled lease renewal
 - c. WDNR review for bulkhead/lease quality certification (Chapter 10 permit, if required)
 - d. COE review for Section 404 permit
3. Town of Green Bay to finalize Bulkhead Ordinance
 4. WDNR and COE to issue permits, where required
 5. BCPL to finalize Labeled Lease

IMPLEMENTATION

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

11

Local	Description
Local Regional Bond Measures	Local and regional bonds of government have the authority to issue bonds to support capital construction programs. These local bond measures, or bonds, are usually limited by voter-approved general obligation bonds for specific projects. A half percent sales tax falls in this category and could be enacted to make park improvements. In effect, using bonding to finance public infrastructure improvements results in the cost of an improvement to be spread over the expected life of the improvement, rather than up front to the government's actual costs. The total amount of debt local governments are authorized to issue is limited by their own debt financing policies.
Capital Improvement Funding (CIP)	The County can set aside dedicated funding in their CIP for local park development. A CIP is a short-range plan which identifies capital projects and equipment purchases, provides a planning vehicle and provides options for financing the projects identified.
Day and Annual Use Fees	The County currently requires fees to use city grounds, boat launches and some shelters. An expanded version of the fee type on a considerably appropriate fee increase could be considered to generate capital improvement funds.
Partnerships and Sponsorships	Grants, donations, and sponsorships from community partners, foundations, and private business are potential funding sources and have precedent locally.
Park	Description
Land and Water Conservation Fund (BWCF)	The federal government allocates money each year to states for public land acquisition and developing public outdoor recreation areas and facilities. The State administers these grants through the Department of Natural Resources.
REBOUNE Grants	REBOUNE is a national non-profit that is dedicated to giving all children a safe place to play by funding playground equipment and creative play areas. The non-profit funds a number of grants including Blue It, Youthful Grants, Creative Play Grants, and Play Everywhere Grants.
Grants for Restoration (GFR)	Grants for fishing piers and interpretive access projects administered by Wisconsin DNR. (WDA) and funded from federal funds for fishing equipment and a portion of the federal gas tax.

Natural Resources	Description
Clean Water Fund Projects and Funding	The Clean Water Fund invests in on-the-ground projects and practices that restore and protect water quality in lakes, rivers, and streams. Projects include best-practice water management, shoreline and stream bank stabilization, and stream restoration.
Knowledge Network Membership Grants	WDFW leads membership in the form of grants to local governments and non-profits. Provides assistance support for local park infrastructure, trail, camp facilities, recreational trails and land partnerships.
Wisconsin Heritage Partnership Fund	WDNR works partnerships with local government for habitat restoration and enhancement projects on public lands with the goal of increasing the amount and quality of land open for hunting, trapping and wildlife viewing.
Natural Resources Evaluation of Wisconsin	Land and Water Grant funding to cover the costs of on-the-ground conservation work including habitat restoration, water quality monitoring, tree planting, riparian preservation and more. Wildlife funding to benefit wildlife from restored and monitored habitats. recovery and habitat protection. Education funding for projects to get youth and adults involved and engaged with the natural world including public gardens, field trips, community events and citizen science.
Trails	Description
Recreational Trails Program (RTP)	The RTP provides funds to the State to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses.
Regional Trail Grant Program	The Regional Trail Grant program funds trail projects of a regional significance including acquisition and construction costs.
Surface Transportation Grant Program (STBG)	The STBG, formerly known as the Transportation Alternatives Program, authorizes funding for programs and projects defined as transportation alternatives including on- and off-road pedestrian and bicycle facilities and multi-use trails.

FUNDING STRATEGIES

2020 CECIL DEPEAU BAY SHORE PARK + HARBOR MASTER PLAN

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10/05/20

Bay Shore Park

Project Number: 19-02/196
New Franklin, WI
Date: September 30, 2020



Milestone Schedule - Total Design Schedule

Inventory and Analysis	Start Date	End Date	Duration (Days)	Comments
Owner Kick-Off Meeting	Completed 2019			Meeting #1 March 26, 2019
Site Inventory				Spring 2019
Topographic and Bathymetric Services				Spring 2019
Sonar Geotechnical Testing				Spring 2019
Master Planning				
Base Map	Completed 2019			
Preliminary Concept Development	May 2019	May 2019		Meeting #2 User Groups May 2019.
Concept Refinement + Web Site Deliverables + Virtual Open House Deliverables	May 1, 2020	July 1, 2020	61	Coordinating Harbor Concepts and Park Concepts, layouts, components and renderings.
Web Site Launch (Park Survey)	July 1, 2020	July 22, 2020	21	Web site with Park Survey go live w/e-mail and social media blast.
Virtual Open House	July 16, 2020	July 16, 2020	0	Meeting #3 - Public engagement: web-based and Teams Live Event (July 16, 2020)
Virtual Open House Review Comments + Web Site Survey Information Obtained	July 17, 2020	July 22, 2020	5	ISG to compile the obtain information to be presented to the County.
Neighborhood Meetings	July 23, 2020	July 31, 2020	8	Met on-site July 23 and July 31
Single Preferred Option Development	August 1, 2020	September 2, 2020	32	ISG team to refine into a single option, with phased cost opinions + Harbor High Level cost opinion
County Meeting	September 3, 2020	September 3, 2020	0	Meeting #4 with County Project Team to present option.
Master Plan Option Refinement	September 4, 2020	September 17, 2020	13	ISG team to refine into a single option, with phased cost opinions based on County Review.
Education and Recreation Committee	October 21, 2020	November 4, 2020	14	Present master plan to Edu and Rec Committee on November 4. Submit for packet October 21.
Board Presentation	December 2, 2020	December 16, 2020	14	Present master plan to County Board on December 16. Submit for packet December 2.
Construction Documentation	December 17, 2020	April 5, 2021		
Design Development Meeting	December 17, 2020	December 17, 2020	0	Internal collaboration with Miller (after preferred Harbor Concept)
Develop 60% CD's	December 17, 2020	December 31, 2020	14	
Holiday	December 23, 2020	December 28, 2020	5	Christmas
60% CD Submittal	December 31, 2020	December 31, 2020	0	
60% CD Review	December 31, 2020	January 7, 2021	7	Review by County Staff
60% CD Meeting (Tentative - Scope)	January 7, 2021	January 7, 2021	0	Staff Engagement #1 - Review Meeting
Develop 90% CD's	January 7, 2021	January 21, 2021	14	
90% CD Submittal (w/ Project Manual)	January 21, 2021	January 21, 2021	0	
90% CD Review	January 21, 2021	January 28, 2021	7	Review by County Staff
90% CD Meeting (Tentative - Scope)	January 28, 2021	January 28, 2021	0	Staff Engagement #2 - Review Meeting
Develop 100% CD's	January 28, 2021	February 11, 2021	14	
Education and Recreation Committee Packet Submittal	February 17, 2021	February 17, 2021	0	
100% CD Submittal (w/ Project Manual)	February 11, 2021	February 11, 2021	0	
100% CD Review	February 11, 2021	February 17, 2021	6	Review by County Staff
100% CD Meeting (Tentative - Scope)	February 17, 2021	February 17, 2021	0	Staff Engagement #3 - Review Meeting
Education and Recreation Committee Packet Submittal	February 17, 2021	February 17, 2021	0	
100% CD Review Updates/Changes	February 17, 2021	March 3, 2021	14	
Education and Recreation Committee (1st Wednesday of the Month)	March 3, 2021	March 3, 2021	0	Staff Engagement #4 - Present to Education and Recreation Committee
County Board of Supervisors Packet Submittal	March 3, 2021	March 3, 2021	0	
County Board of Supervisors (3rd Wednesday of the Month)	March 17, 2021	March 17, 2021	0	Staff Engagement #5 - Present to County Board of Supervisors
Bid Set of Plans and Specs submitted digitally	March 17, 2021	March 17, 2021	0	
Permitting	March 3, 2021	July 16, 2021	135	

No. 11k -- **RESOLUTION AUTHORIZING A MONUMENT AT WAY MORR PARK
HIGHLIGHTING THE NIAGARA ESCARPMENT AND AMERICAN
VITICULTURAL AREA.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, at the September 2, 2020 Education and Recreation Committee meeting, representatives from the Lakeshore Natural Resource Partnership (LNRP), in partnership with Niagara Escarpment Resource Network and Trout Springs Winery, requested to create, erect, install and maintain a monument at Way Morr County Park; and

WHEREAS, the Niagara Escarpment is 230 miles long in Wisconsin and travels through the heart of Brown County, Way Morr Park is nearly centered in this geographical location, and the Wisconsin Ledge American Viticultural Area (AVA) was approved in 2012 as part of Federal Regulations 27 CFT Part 9; and

WHEREAS, the Niagara Escarpment is a natural geographical feature in Brown County's landscape that produces unique climates, flora and fauna, and draws tourists from surrounding areas; and

WHEREAS, this monument should be constructed and designed in a way that highlights the uniqueness of the geography created by the Niagara Escarpment and highlight the environmental significance. In addition, an agreement is to be drafted that outlines ownership, installation, future maintenance, sign updates and other items as determined by Brown County.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Board authorizes and directs County Staff to work with LNRP to install a monument highlighting the Niagara Escarpment and AVA significance to increase education and awareness in Brown County.

Fiscal Note: This resolution does not require an appropriation from the General Fund. Maintenance of the Monument shall be at no cost to the County as provided for in the Agreement.

Respectfully submitted,

EDUCATION & RECREATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-120R

Authored by Parks Department

Final Draft Approved by Corporation Counsel's Office

**ATTACHMENTS TO RESOLUTION #11K
ON THE FOLLOWING PAGES**

PARKS

Brown County

305 E. WALNUT STREET
P.O. BOX 23800
GREEN BAY, WI 54305-3800



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/03/2020
REQUEST TO: Education and Recreation Committee

MEETING DATE: 12/02/2020 Ed & Rec
REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING A MONUMENT AT WAY MORR PARK HIGHLIGHTING
THE NIAGARA ESCARPMENT AND AMERICAN VITICULTURAL AREA

ISSUE/BACKGROUND INFORMATION:

The Education and Recreation Committee directed Park staff to develop an agreement and resolution in regard to a request to place a monument at Way Morr County Park. This resolution is following the direction of the Committee and County Board.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? None
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11K

WAY MORR COUNTY PARK MONUMENT DONATION AGREEMENT
BETWEEN BROWN COUNTY AND LAKESHORE NATURAL RESOURCE PARTNERSHIP, INC

This Donation Agreement ("Agreement"), entered into by and between Brown County, a body corporate ("County"), and the Lakeshore Natural Resource Partnership, Inc. a nonprofit corporation organized under the laws of the State of Wisconsin ("LNRP")(collectively referred to as "Parties" or individually as a "Party"), is effective as of the date the last signature to this Agreement is obtained ("Effective Date").

I. IDENTIFICATION OF PARTIES, REAL PROPERTY, AND PURPOSE.

A. Identification of the Parties.

1. LNRP. The LNRP is a Wisconsin non-stock corporation organized under Wis. Stat. Sec. 181.1622, authorized to do business in Wisconsin and operating as nonprofit entity, with a principle office address of P.O. Box 358, Cleveland, WI 53015.
2. County. Brown County is a Wisconsin body corporate organized under the laws of Wisconsin with a principle office address of 305 E. Walnut Street, Green Bay, WI 54301.

B. Identification of Real Property. The Real Property affected by this Donation Agreement is familiarly known as Way Morr County Park ("Way Morr"), is located at 3832 Park Road, Greenleaf, Wisconsin, 54126, and is more specifically identified as Brown County Parcel M-462-2.

Way Morr is owned by the County and operated and maintained by the Brown County Parks Department ("Department"), which has a business address of P.O. Box 23600, Green Bay, WI 54305, for purposes of public recreational use, private events and other events as the Department sees fit.

C. Purpose of this Agreement. The Purpose of this Agreement is for the County to accept the donation of a Monument ("Monument") highlighting the significance of the Niagara Escarpment and American Viticultural Area (AVA) on the Way Morr property, to be conveyed by LNRP.

1. LNRP. The Lakeshore Natural Resource Partnership, Inc. ("LNRP") mission is to cultivate community & stewardship from the Ledge to the Lakeshore with a vision of stewardship today for a better tomorrow.

2. LNRP, in conjunction with the Niagara Escarpment Resource Network and Trout Springs Winery, worked to select and verify Way Morr County Park for this Monument highlighting the significance the Niagara Escarpment and the American Viticulture it has to Way Morr County Park per its significant impact on grape growing and the economic impact of wineries. The Wisconsin Ledge AVA, as explained through Exhibit A, attached to and incorporated into this Agreement by attachment and reference, is an approved delimited grape-growing area with distinguishable features that can be found along the Niagara Escarpment of which Way Morr County Park lies.
3. LNRP agrees to donate the Monument to the County, and the County agrees to accept the donation of the Monument, under the terms and conditions set forth in this Agreement.
4. The Parties are entering into this Agreement in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged.

II. CONSTRUCTION OF MONUMENT.

- A. The County agrees to allow LNRP to construct the Monument at Way Morr County Park, using volunteer labor, as set forth below.
 1. Concept, Size, Materials. The Monument will exist of a column made of limestone from the ground up and over the top of the sign, as well as surround the bottom edge, indicative of the Niagara Escarpment. The monument shall be approximately ten (10') feet tall by ten (10') feet long and three (3') feet wide. Preliminary drawings of the Monument are attached hereto and incorporated herein as Exhibit B, attached to and incorporated into this Agreement by attachment and reference. All materials shall be provided by the LNRP, at no cost to the County.
 2. Installation. The Monument installation will consist of three (3) 24" x 5' holes cored down into the ground to approximately 6" above the ground. After setting, three (3) 7' pieces of 4"x4" steel tubing will be anchored to concrete bases, and a 2'x 8' long, ¼" wide flat plate of steel will be welded to the top of the steel tubes to support the stone over the top of the sign. Once all the steel is in place, it will be painted, and the stonework will be started at the base and working up to the top in a cantilevered fashion, going over the top of the sign on the plate steel. Once stone is in place, a wooden framed, two-sided sign will be inserted into the frame of the steel. Plexiglass will cover the exterior of the map and verbiage will be on both sides. Installation, materials and construction of the Monument shall be completed by LNRP, at no cost to the County.

3. Location. The Monument shall be located on the west side of the park near the drive-thru situated halfway between the parking lot and the Lion's Club building, as shown on Exhibit C, attached to and incorporated into this Agreement by attachment and reference.
4. Permits. The LNRP shall obtain, at no cost to the County, any and all necessary permits prior to beginning construction and installation of the Monument. Construction and installation of the Monument shall be done in accordance with all applicable laws.
- B. Insurance. The LNRP shall have, at its sole expense, adequate insurance at all times during the construction of the Monument. Coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 covering personal injury and property damage, (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of \$1,000,000; and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of \$500,000. The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by the LNRP hereunder, shall name the County as an additional insured if specifically requested, and include a waiver of subrogation in favor of the County. LNRP shall provide the County with certificates of insurance evidencing the required coverage and shall give the County written notice as soon as possible if the coverage represented in these certificates is reduced or cancelled.
- C. Indemnification. The County is not liable for any damage or injury to LNRP or its members, employees, guests, invitees, or agents, or to any person other than a County employee involved in the construction and assembly of the Monument, or for damage to, loss of or injury caused by the Monument itself. LNRP agrees to indemnify, defend and hold the County harmless from any and all claims or assertions of every kind and nature which may arise from this Agreement.

III. CONVEYANCE OF OWNERSHIP OF MONUMENT TO THE COUNTY.

- A. Conveyance of Ownership. LNRP agrees to notify the County in writing upon the completion of construction of the Monument.

Upon said notification, the Monument shall be considered an improvement to the real property described in Section 1, Paragraph B of this Agreement, and all rights of ownership shall lie with the County.

- B. Access. Upon taking ownership of the Monument, the County agrees to allow LNRP occasional, reasonable and necessary access to the Monument for visual maintenance and repairs.

- C. LNRP Sponsors. LNRP has sponsors that have contributed funds for the Monument, and LNRP has agreed for signage to remain indefinitely with reaffirmation every ten (10) years, and with updates to information on the sign done every five (5) years. Brown County is the owner of the Monument and reserves the right to cover and/or remove any signage on the Monument, or the Monument itself, with a 30-day notice to Parties listed within. Any dispute arising from the Monument removal shall be addressed at the County's Education and Recreation Committee, whose determination shall be final and in its sole discretion.

- D. Future Maintenance. LNRP agrees to inspect the Monument two (2) times annually. The Monument must be maintained in a safe and readable condition during the term of this agreement, at no expense to the County. If the County discovers an issue, which is deemed unacceptable by the County, LNRP shall have 30 days to correct said issue. If the 30-day period lapses, and the County determines the issue has not been corrected, the County, at its sole discretion, may remove the Monument and bill LNRP for the complete removal.

V. ADDITIONAL TERMS AND CONDITIONS.

- A. Governing Law and Venue. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin. Any disputes arising from this Agreement shall be brought in the circuit court of Brown County, Wisconsin, unless otherwise provided for in this Agreement.

- B. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

- C. Entire Agreement. This Agreement entered into between the Parties, and contains the entire agreement of the Parties with respect to is subject matter. This Agreement may not be modified except by a written document signed by the Parties.
- D. Notice. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

<u>If to LNRP:</u>	<u>If to County:</u>
Lakeshore National Research Partnership	Brown
County	
P.O. Box 358	305 East Walnut
Street	
Cleveland, WI 53015	Green Bay, WI 54301
The Parties may change the place notice is to be given under this paragraph by written notice thereof to the other party.	

IN WITNESS WHEREOF, the Parties hereto bind themselves to this Agreement as of the date last written below.

LAKESHORE NATIONAL RESEARCH PARTNERSHIP BROWN COUNTY

By: _____
Title: _____
Date: _____

By: Troy Streckenbach
Title: County Executive
Date: _____

Exhibit A:

Information that establishes Way Morr County Park as a part of the Wisconsin Ledge AVA



11k

Exhibit B:

Signage Concept

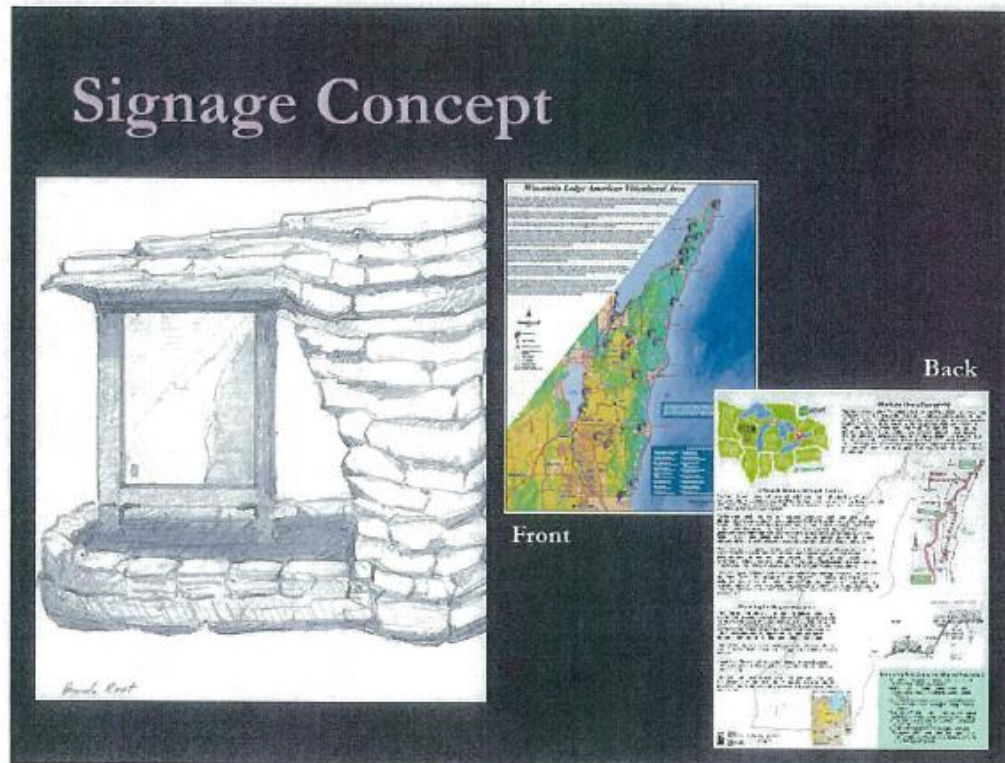
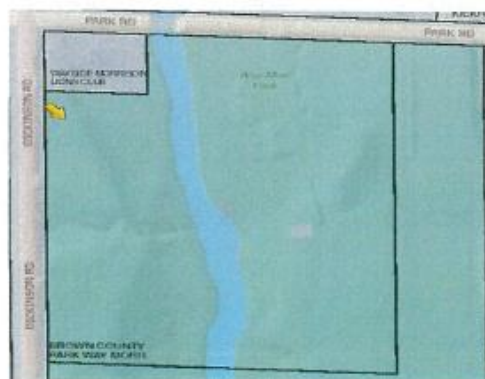
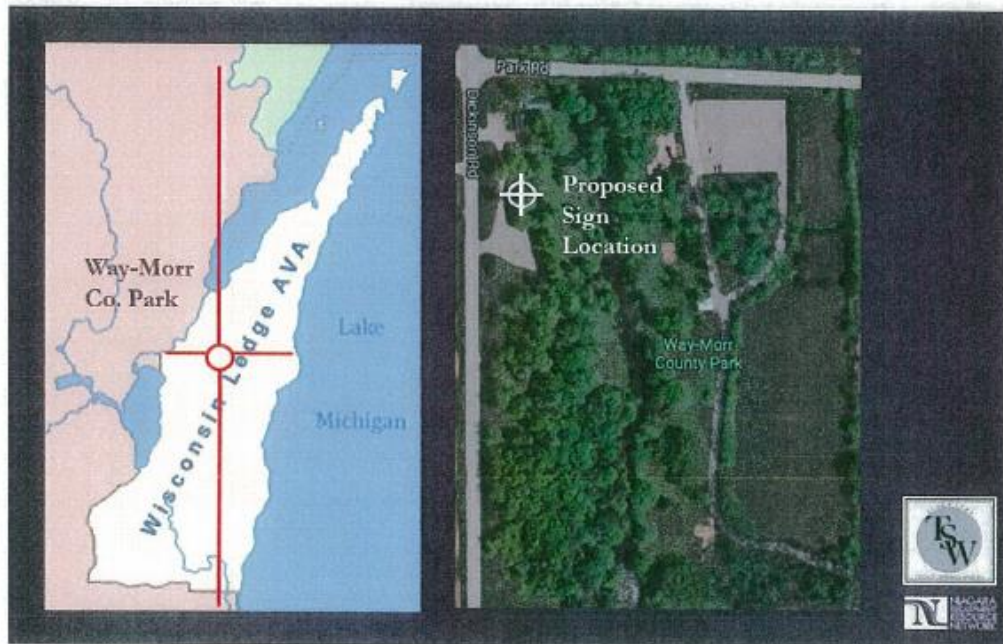


Exhibit C:

Signage Location



No. 11I -- **RESOLUTION AUTHORIZING PARKS DIRECTOR TO PREPARE AND EXECUTE GRANT APPLICATIONS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County, by and through its Park Department, applies for state and/or federal grant funds for various programs and projects which improve and enhance the quality of recreation and parks for Brown County citizens; and

WHEREAS, it is desirable and efficient to authorize the Parks Director to apply for these state and/or federal grants, and to keep the Education and Recreation Committee informed in a timely manner of these grant applications, since the Parks Director will be the focal point and coordinating agent for these various grants.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors: **1)** that the Brown County Parks Director is hereby authorized to act on behalf of the County in completing, filing and executing documents regarding applying for various state and/or federal grants which are related to the Park Department; **2)** that the Parks Director is hereby directed to keep the Education and Recreation Committee informed in a timely manner of all such grant applications and filings; and **3)** that all such grant funds must be approved by the Brown County Board of Supervisors during the annual budget process or through a Budget Adjustment.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-099R

Authored by: Parks Department

Approved by: Corporation Counsel

ATTACHMENTS TO RESOLUTION #11L
ON THE FOLLOWING PAGES

PARKS

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 09/30/2020

REQUEST TO: Education and Recreation Committee

MEETING DATE: 12/02/2020 Ed & Rec

REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING PARK DIRECTOR TO PREPARE AND EXECUTE
STATE AND/OR FEDERAL GRANT APPLICATIONS

ISSUE/BACKGROUND INFORMATION:

In 1990, the Brown County Board of Supervisors passed a resolution allowing the parks director to prepare and execute grant applications. The Department applies for multiple grants on an annual basis and some of those being reoccurring and require this resolution. The State has informed the Department they will require an updated resolution in 2021. Examples of grants include: County Conservation Aids, Snowmobile Aids, general park improvements, and maintenance.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? 0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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PROJECT RESOLUTION

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION AUTHORIZING PARK DIRECTOR TO PREPARE
AND EXECUTE STATE AND/OR FEDERAL GRANT APPLICATIONS

WHEREAS, from time to time, Brown County, through its Park Department, makes application for state and/or federal funds for various programs and projects which improve and enhance the quality of recreation for Brown County citizens; and

WHEREAS, it would be efficient to authorize the Park Director to apply for these state and/or federal grants and to keep the Education and Recreation Committee informed, in a timely manner, of these grant applications, since then the Park Director will be the focal point and coordinating agent for these various grants.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Brown County Park Director is hereby authorized to act on behalf of the County in filing and executing the documents for applying for various state and/or federal grants which are related to the Park Department, and the Park Director is directed to keep the Education and Recreation Committee informed, on a timely basis, of all such grant applications and filings.

Respectfully submitted

Bernard MacDuff
John E. Myer
Ronald A. Brubaker
ed Martey
Mark D. Rynick
Anthony L. Dawson

Randy L. Hunt
EDUCATION & RECREATION COMMITTEE

Approved By: [Signature]

COUNTY EXECUTIVE

Date Signed: 4/20

Final Draft Approved by Corporation Counsel

No. 11m -- **RESOLUTION CREATING THE OFFICIAL NAME OF THE EAGLES NEST SITE ON NICOLET DRIVE.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on August 19, 2020 the Brown County Board of Supervisors approved the acquisition of land at 3251, 3263-3265, and 3279 Nicolet Drive, Green Bay, WI (the Site); and

WHEREAS, Brown County agreed to work with the previous owners of the Site on the future name for the Site, while incorporating "Eagles Nest" into the name, due to the title "Eagles Nest" being listed on federal navigation charts and other official documents; and

WHEREAS, it is desirable that the Site be named "*H.J. DeBaker Eagles Nest Park and Boat Launch*" when development is complete, with the exception that additional naming rights may be awarded to another entity, and that additional words may be inserted before the words "*Boat Launch*" in the official Site name at a later date, and as determined by the Board, in order to recognize said other entity.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the Board hereby authorizes and approves of the official name of the Site being "*H.J. DeBaker Eagles Nest Park and Boat Launch*," with the exception that additional naming rights may be awarded to another entity, and that additional words may be inserted before the words "*Boat Launch*" in the official Site name at a later date, and as determined by the Board, in order to recognize said other entity (e.g., *H.J. DeBaker Eagles Nest Park and Microsoft Boat Launch*).

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION AND RECREATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-111R

Authored by: Parks Departments

Approved by: Corporation Counsel Office

ATTACHMENT TO RESOLUTION #11M
ON THE FOLLOWING PAGE

PARKS

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

PHONE: (920) 448-6242 FAX: (920) 448-4054



Matt Kriese

PARKS DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/03/2020
REQUEST TO: Education and Recreation Committee, County Board of Supervisors

MEETING DATE: 12/02/2020 and 12/16/2020, respectively

REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION CREATING THE OFFICIAL NAME OF THE EAGLES NEST SITE ON
NICOLET DRIVE

ISSUE/BACKGROUND INFORMATION:

A requirement in the Commercial Real Estate Offer between the former owners of the Eagles Nest Site and Brown County was for a joint agreement on the official name of the future park site. This name has been agreed upon by the former owners, and this resolution is the official action to move forward with the future park name.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? None
2. Is it currently budgeted? ☐ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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Education & Recreation Committee & Administration Committee

**No. 11n -- RESOLUTION TO APPROVE UNDERGROUND GAS PIPELINE EASEMENT
ON THE MOUNTAIN BAY STATE TRAIL.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Mountain Bay State Recreational Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") the ability to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits/agreements granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), provided that the Trail Manager, who has final authority over issues relating to the management of the Trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR desires to enter into a Underground Gas Pipeline Easement ("Easement"), attached hereto and incorporated herein by reference, with Wisconsin Gas, LLC ("Permittee") as the Permittee desires a permanent easement upon, within and beneath Trail; and

WHEREAS, pursuant to the Easement, Wisconsin Gas, LLC, as Permittee, is required to submit a construction plan to the Trail Manager, and may not begin work regarding said construction plan unless and until written approval from the Trail Manager is granted and received. The Permittee is also required to obtain all necessary permits, approvals, and licenses prior to starting work, and to comply with all applicable federal, state, and local laws, rules and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Easement between the Wisconsin Department of Natural Resources and Wisconsin Gas, LLC being entered into, and hereby authorizes and directs the Brown County Executive to execute the Easement, indicating the County's acceptance of and consent to the terms and conditions of the Easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The recording fee of \$30.00 for the easement will be paid by the Wisconsin Department of Natural Resources.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

ATTACHMENTS TO RESOLUTION #11N
ON THE FOLLOWING PAGES

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

Parks Director

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/18/2020
REQUEST TO: Education and Recreation, Administration and County Board of Supervisors
MEETING DATE: 12/02/2020, 12/03/2020 and 12/16/2020, respectively
REQUEST FROM: Matt Kriese

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE UNDERGROUND GAS PIPELINE EASEMENT ON THE MOUNTAIN BAY STATE TRAIL

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Mountain Bay Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve a 38.29 foot wide easement by Wisconsin Gas LLC to install, operate, maintain, repair, remove and replace an underground natural gas line under the Trail by directional drilling at a minimum depth of 40 inches.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$30 Register of Deeds Recording Fee
2. Is it currently budgeted? ☒ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded? Paid by WI DNR
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11n

Document Number	Document Title
State of Wisconsin Department of Natural Resources Box 7921 Madison, WI 53707	UNDERGROUND GAS PIPELINE EASEMENT (Cooperative Trail)
Wis. Stat. ss. 23.09(10) and 27.01(2)(g) Form 2200-15	
THIS UNDERGROUND GAS PIPELINE EASEMENT ("Easement") is made by and between the State of Wisconsin Department of Natural Resources ("Grantor") and Wisconsin Gas, LLC, a Wisconsin domestic limited liability company ("Grantee").	
RECITALS	
WHEREAS , Grantor is the successor in title of the former Chicago and North Western Transportation Company railroad corridor known today as the "Mountain-Bay State Trail" ("Trail" or "Premises");	
WHEREAS , the Grantor has eased the trail management and operations to Brown County Parks Department ("Trail Manager");	
WHEREAS , the Grantee desires to install, construct, operate, repair, maintain, remove, replace and/or abandon in place an underground natural gas line under the Trail by directional drilling at a minimum depth of 40 inches; and	
WHEREAS , the underground natural gas pipeline will be installed within a 38.29-foot-wide corridor crossing under the Trail (the "Easement Area"), which is depicted on the attached Exhibit "A" and more particularly described as follows:	
Part of the NE ¼ of the SE ¼ of Section 31, Township 26 North, Range 19 E, Village of Pulaski, Brown County, Wisconsin, that is further described below:	
That part of said Section 31 being a 10-foot-wide strip of land, described as follows:	
Commencing at the Southeast Corner of said Section; thence N89°39'51"W, a distance of 209.41' along the South Line of the SE ¼ of said Section; thence N28°07'19"W, a distance of 1653.21' along the centerline off the Mountain-Bay State Trail; thence S61°52'40"W, a distance of 23.00' to the Point of Beginning; thence continuing S61°52'40"W, a distance of 38.29' to the western edge of the Mountain- Bay State Trail; thence N28°07'20"W, a distance of 10.00'; thence N61°52'40"E, a distance of 38.29'; thence S28°07'20"E, a distance of 10.00' to the Point of Beginning.	
NOW, THEREFORE , the Grantor hereby grants to the Grantee, and its corporate successors in interest, for and in consideration of the sum of Five Hundred Dollars (\$500.00), receipt of which is hereby acknowledged by the Grantor, a non-exclusive easement allowing for the installation, construction, operation, maintenance, repair, removal and replacement of one 1-inch diameter underground gas pipeline in the Easement Area.	
It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:	
<div style="text-align: right;">111</div>	

Recording Area
 Return: Department of Natural Resources
 Bureau of Facilities & Lands - LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Closing Officer (CE XXXX)

Parcel Identification Number (PIN):
 VP-63

1. **Recitals.** The Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, maintenance, repair, removal and replacement of one 1-inch diameter polyethylene PE underground gas pipeline. Any additional pipelines or structures, or replacements greater than 1-inches in diameter, will require prior written approval of the Grantor and Grantor may require the Grantee to obtain a new, separate easement.
3. **Parties.** This Easement is limited to the Grantee and is not transferable to a non-affiliated third party. The Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional co-location of facilities by a third party without written consent from the Grantor and amendment to the Easement. Grantor may also require a new and separate easement to accommodate additional facilities.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. **Construction.** Grantee shall submit a written notification of project commencement to Grantor at least five business days prior to initiation of any installation, construction, maintenance, repair, removal or replacement work on or within the Easement Area. In the event that Grantee's planned commencement of project activities conflicts with Grantor's use of the Premises, Grantor shall notify Grantee of conflict and Grantor and Grantee shall agree on an alternative date to begin project. If an emergency situation related to the gas pipeline within the Easement Area requires immediate action by the Grantee, the Grantee shall take immediate action then promptly notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Trail Manager can be reached at 920-448-4464.
6. **Access.** If notification is provided in advance to Grantor's Trail Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantors existing roads necessary to gain access to the Easement Area in order to construct, install, operate, maintain, repair, remove and replace an underground electric line and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.
7. **Vegetative Management.** Grantee may cut, trim and remove any brush, trees, logs, stumps or branches, which by reason of their proximity may endanger or interfere with the underground gas pipeline, or its installation, construction, maintenance, repair, operation, removal and replacement thereof. Any such undertakings shall be done with the prior notification of the Trail Manager by Grantee and under the supervision of the Trail Manager. Any trees removed from the Premises remain the property of the Grantor. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Trail Manager. All stumps, slash, waste materials and other debris shall be disposed of by the Grantee as directed by the Trail Manager. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://fc.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor at least annually, the chemicals that are applied on the Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

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8. **Signage.** Any signs, postings and other markers not in accordance with standard utility practice to be located on the Easement Area by the Grantee shall be approved by the Grantor prior to placement.
9. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area.
10. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein.
12. **Conditions of Construction and Maintenance.** Relating to installation, operation, and maintenance work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein, the Trail shall remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail right-of-way for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs and lights shall be placed informing Trail users of any construction work or as otherwise directed by the Grantor's Trail Manager.
 - d. If needed, as determined by the Grantor's Trail Manager, Grantee shall place passable barricades at entry points for Trail users that require Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Easement Area restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access construction, installation, or maintenance locations.
 - h. Grantee is responsible for any and all ground settling or Trail surface damage related to the exercise of the Grantee's rights within a 2 year period from the date of installation or after any maintenance, and Grantee must restore or repair the Trail to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. If the Grantee fails to complete needed repairs or restoration, repairs or restoration within 20 days after being notified of the need for repair by the Trail Manager, the Trail Manager may contract for such repairs and restoration,

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- and the Grantee shall promptly reimburse the Trail Manager for all associated costs.
- i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by the Grantor or Grantor's Trail Manager.
13. **AREMA Compliance.** The Premises may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or s. 85.09, Wis. Stats., including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this Easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. Grantee shall: (1) not materially change the grade or topography of the Trail or the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
 14. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.
 15. **Restoration.** The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the original condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.
 16. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 30 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 30 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 5.
 17. **Termination.** The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's acknowledgement that it is abandoning the Easement Area; or
 - b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years.
 18. **Indemnification.** Except for the willful misconduct or negligence by the Grantor, its agents, officers, and employees, Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, and its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and

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- replacement of the gas line;
 - b. Any defect in the underground gas line or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area or any of Grantor's adjoining land;
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - e. Any defect or insufficiency of title or authority of the Grantor to convey this Easement.
19. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the underground line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.
20. **Notices.** With the exception of emergency notice provided to the Trail Manager, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
- a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Trail Manager: Brown County Parks Department Director, PO Box 23600, Green Bay, WI 54305.
 - c. To the Grantee: Real Estate Director, Wisconsin Gas LLC, 231 W. Michigan Ave., P129, Milwaukee, WI 53203
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
- The Trail Manager shall be notified of emergencies via telephone at (920) 448-4464 or the DNR Call Center at 1-888-936-7463.
21. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
22. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.

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23. **Relocation Costs.** If Grantor requests that Grantee's facilities that serve Grantor be relocated, Grantor will be responsible for the costs associated with that relocation and shall grant easement rights covering the new location. If Grantee's facilities that do not serve Grantor need to be relocated at the request of Grantor, Grantee will be responsible for all costs associated with the same.
24. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
25. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
26. **Acknowledgement.** This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
27. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
28. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.
29. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:

END OF TERMS AND CONDITIONS

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 202__.

State of Wisconsin

Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 20__, the above named Terry H. Bay, Bureau Director of Facilities and Lands for the State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

11n

IN WITNESS WHEREOF, the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day of _____, 202_.

Wisconsin Gas LLC, a Wisconsin Domestic Limited Liability Company

By _____ (SEAL)
Dawn M. Neuy, agent for Wisconsin Gas LLC
Real Estate Director

State of Wisconsin)
) ss.
_____ County)

Personally appeared before me this _____ day of _____ 202_, the above named Dawn M. Deuy, agent for Wisconsin Gas LLC, a Wisconsin Domestic Limited Liability Company, Real Estate Director, to me known to be the person who executed the foregoing instrument and acknowledged the same as and for the act and deed of the Grantee.

*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

*Please print names

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

11h

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement for the Mountain-Bay State Trail by virtue of said Easement, between the State of Wisconsin Department of Natural Resources and Brown County as recorded on October 25th, 2002 as Document No. 1943638 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Underground Gas Pipeline Easement, subject to the same terms and conditions as set forth herein on this _____ day of _____, 20__.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
County of Shawano)

Personally appeared before me this _____ day of _____ 2020, the above-named Troy Streckenbach, Brown County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print name

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

11n

- 10 -

Exhibit "A"

111

ATTACHMENTS TO RESOLUTION #110
ON THE FOLLOWING PAGES

PARKS

Brown County

P.O. BOX 23800
GREEN BAY, WI 54305-3600

PHONE: (920) 448-6242 FAX: (920) 448-4054



Matt Kriese

Parks Director

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/17/2020
REQUEST TO: Education and Recreation, Administration and County Board of Supervisors
MEETING DATE: 12/02/2020, 12/03/2020 and 12/16/2020, respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: **RESOLUTION TO APPROVE UNDERGROUND TELECOMMUNICATION EASEMENT ON THE DEVILS RIVER STATE TRAIL**

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Devils River Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve a six foot wide easement for Everstream GLC Holding Company LLC to install, operate, maintain, repair, remove and replace one fiber optic telecommunication cable under and across the Trail by directional drilling at a minimum of 35 inches.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$30 ROD recording fee
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 415.062.001.5301.300 (Parks Improvements, Intra-county expense-Other Departmental).
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

Document Number	Document Title
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State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**UNDERGROUND
TELECOMMUNICATION
EASEMENT (Cooperative Trail)**

Wis. Stat. ss. 23.09(10)
Form 2200-15

THIS UNDERGROUND TELECOMMUNICATION EASEMENT ("Easement") is made by and between the State of Wisconsin Department of Natural Resources ("Grantor") and Everstream GLC Holding Company LLC, a Wisconsin foreign limited-liability company ("Grantee").

RECITALS

WHEREAS, the Grantor is the successor in title of the former railroad corridor of Wisconsin Central Ltd. known today as the "Devil's River State Trail" ("Trail" or "Premises");

WHEREAS, the Grantor has eased the trail management and operations to Brown County Parks Department ("Trail Manager");

WHEREAS, the Grantee desires to install, operate, maintain, repair, remove, replace and/or abandon in place one fiber optic telecommunication cable under and across the Trail by directional drilling at a minimum depth of 36 inches; and

WHEREAS, the fiber optic telecommunication cable will be installed within a 6-foot-wide corridor crossing under the Trail (the "Easement Area"), which is depicted on the attached Exhibit "A" and more particularly described as follows:

Part of the SE ¼ of the SE ¼ of Section 28, Township 22 North, Range 22 East, Village of Denmark, Brown County, Wisconsin, that is further described below:

A 6-foot-wide corridor, the centerline of which is described as follows:

Beginning at the SE corner of the SE¼ of the SE ¼ of Section 28; thence S89°20'21"E, a distance of 348 feet; thence continuing N01°58'26"W, a distance of 483 feet to the Point of Beginning (44°20'35.89"N, 87°49'40.96"W); thence S74°46'12"E, a distance of 119 feet to the Point of Termination (44°20' 35.44"N, 87°49'39.72"W).

See the attached Exhibit "A".

NOW, THEREFORE, the Grantor hereby grants to the Grantee, and its corporate successors in interest, with waiver of fees for underserved areas as defined by the State of Wisconsin Public Service Commission, as well as appraisal and land costs pursuant to s. 24.40, Wis. Stats., a non-exclusive right-of-way Easement allowing for the installation, operation, maintenance, repair, removal and replacement of a fiber optic telecommunication cable encased within a duct in the Easement Area.

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands - LF/6
P.O. Box 7921
Madison, WI 53707-7921
Attn: Bill Peterson (CE-)

Parcel Identification Number (PIN):

VD-143-1

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It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

1. **Recitals.** The Grantor and Grantee confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. **Purpose.** The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, maintenance, repair, removal and replacement of a fiber optic telecommunication cable which is to be directionally bored and a 2-foot long by 3-foot wide by 2-foot deep vault within the Easement Area. Any additional ducts, cables, or other structures, or duct, cable or other upgrades will require prior written approval of the Grantor and Grantor may require the Grantee to obtain a new, separate easement.
3. **Parties.** This Easement is limited to the Grantee and is not transferable to a non-affiliated third-party. The Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional co-location of facilities by a third party without written consent from the Grantor and amendment to the Easement. Grantor may also require a new and separate easement to accommodate additional facilities.
4. **Non-Exclusive Use.** The Easement shall be non-exclusive, and the Grantor may use the Easement Area and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies), provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
5. **Construction.** Grantee shall submit a written notification of project commencement to the Trail Manager at least five business days prior to initiation of any construction, installation, maintenance, repair, removal or replacement work on the Easement Area. The Grantee shall receive approval from the Trail Manager prior to commencing any project. In the event that Grantee's planned commencement of project activities conflicts with Grantor's use of the Premises or the Trail Manager's plans for the Trail, the Grantor or the Trail Manager shall notify Grantee of the conflict and the parties shall agree on an alternative date to begin the project. If an emergency arises within the Easement Area requiring immediate action by the Grantee, the Grantee shall immediately notify the Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation. The Trail Manager can be reached at _920-448-4464.
6. **Access.** If notification is provided in advance to Grantor's Trail Manager, Grantee may enter upon the Premises at locations outside of the Easement Area using Grantors existing roads necessary to gain access to the Easement Area in order to construct, install, operate, maintain, repair, remove and replace an underground electric line and to do any and all other such work as is reasonably necessary in accordance with the rights granted under this Easement.
7. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of the Trail Manager, except for dead and down trees that obstruct the Trail may be removed without such written approval. Any trees removed from the Premises remain the property of the Grantor. All trees having commercial value including firewood shall be cut in standard lengths and be piled at a location on the Premises designated by the Trail Manager. All stumps, slash, waste materials and other debris shall be disposed of by the Grantee as directed by the Trail Manager. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the

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Grantor at least annually, the chemicals that are applied on the Easement Area including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

8. **Signage.** Any signs, postings and other markers not in accordance with standard utility practice to be located on the Easement Area by the Grantee shall be approved by the Grantor prior to placement.
9. **Maintenance.** The Grantee shall maintain the Easement Area in a decent, sanitary, and safe condition and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area.
10. **Existing Utilities.** The Grantee is responsible for determining the location of any existing utilities within the Easement Area. Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utilities within the Easement Area.
11. **Compliance with Other Laws.** This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances and does not supersede any other governmental requirements for plan approval or for authority to exercise any other rights granted herein.
12. **Conditions of Construction and Maintenance.** Relating to installation, operation, and maintenance work within the Easement Area, work shall be completed as follows:
 - a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Grantor's Trail Manager.
 - b. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that Trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the Trail right-of-way for backing of any equipment unless a flag person is present and directing Trail traffic.
 - c. Warning signs and lights shall be placed informing Trail users of any construction work or as otherwise directed by the Grantor's Trail Manager.
 - d. If needed, as determined by the Grantor's Trail Manager, Grantee shall place passable barricades at entry points for Trail users that require Trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the Trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - e. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - f. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - g. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Easement Area restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access construction, installation, or maintenance locations.
 - h. Any and all ground settling or Trail surface damage caused by the exercise of the Grantee's rights within a 2 year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. Upon failure to

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perform by the Grantee within 20 days of notification by the Grantor's Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.

- i. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by Grantor or Grantor's Trail Manager.
13. **AREMA Compliance.** The Premises may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this Easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. Grantee shall: (1) not materially change the grade or topography of the Trail or the Easement Area; (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors' published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
14. **Non-Disturbance.** Grantee shall not disturb wetlands or waterways unless it first obtains all necessary permits. No work may be done that alters drainage or allows water to drain onto adjoining land.
15. **Restoration.** The Grantee shall restore the Easement Area in a timely workmanlike manner consistent with the original condition of the Easement Area prior to such entry by the Grantee or its employees or agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with Grantee's use of the Easement Area.
16. **Violation.** If Grantor identifies a violation of this Easement by Grantee that does not constitute an emergency, the Grantor will notify Grantee of the violation(s) in writing, and the Grantee will have 30 days to provide Grantor with a plan and a schedule for correcting the violation(s). If Grantee's plan is not approved by the Grantor, Grantor will provide Grantee with a list of acceptable modifications to the plan and allow Grantee an additional 30 days to revise its plan to meet Grantor's requirements. If Grantee refuses Grantor's modifications, Grantor may declare this Easement null and void, and it may take full control of the Easement Area without hindrance or delay, and it may use its legal remedies to recover from the Grantee any damages sustained by acts of the Grantee. Grantor's approval of the plan for correcting the violation(s) shall not be unreasonably withheld, delayed, or denied. Any violations that constitute a health or safety emergency shall be immediately rectified by the Grantee in accordance with paragraph 5.
17. **Termination.** The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's acknowledgement that it is abandoning the Easement Area; or
 - b. An implied abandonment as evidenced by Grantee's non-use of the Easement Area for a period of two consecutive years.
18. **Indemnification.** Except for the willful misconduct or negligence by the Grantor, its agents, officers, and employees, Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, and its agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and

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- b. replacement of the underground telecommunication line;
 - c. Any defect in the telecommunication line or failure thereof;
 - d. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area(s) or any of Grantor's adjoining land;
 - e. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement; and/or
 - f. Any defect or insufficiency of title or authority of the Grantor to convey this Easement.
19. **Insurance.** At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the underground line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area until adequate evidence of financial responsibility is again provided to the Grantor.
20. **Notices.** With the exception of emergency notice provided to the Trail Manager, all notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
- a. To the Grantor: Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, 101 S. Webster St., Madison, WI 53703.
 - b. To the Trail Manager: Brown County Parks Department Director, PO Box 23600, Green Bay, WI 54305.
 - c. To the Grantee: OSP Manager, Everstream GLC Holding Company, LLC, 324 E. Wisconsin Avenue, Suite 700, Milwaukee, WI 53202.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
- The Trail Manager shall be notified of emergencies via telephone at (920) 448-4464 or the DNR Call Center at 1-888-936-7463.
21. **NR 45 Enforcement.** The Grantor retains management, supervision and control over the Premises for the purpose of enforcing pertinent state laws needed to protect the Premises, its natural resources or the general public, including Chapter NR 45, Wis. Admin. Code, which governs the conduct of visitors to state lands.
22. **Non-Warrantable Title.** The Grantor does not warrant that title to the Easement Area is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area.
23. **Relocation Costs.** If Grantor requests that Grantee's facilities that serve Grantor be relocated, Grantor will be responsible for the costs associated with that relocation and shall grant easement rights covering

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the new location. If Grantee's facilities that do not serve Grantor need to be relocated at the request of Grantor, Grantee will be responsible for all costs associated with the same.

24. **Headings.** The headings of clauses contained in this Easement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
25. **Governing Law.** This Easement shall be construed and enforced in accordance with the internal law of the State of Wisconsin.
26. **Acknowledgement.** This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
27. **Invalidity.** If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
28. **Enforcement.** Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief.
29. **Additional Conditions.** Additional conditions that apply to this Easement are enumerated below:

END OF TERMS AND CONDITIONS

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IN WITNESS WHEREOF, the Grantor has caused this easement to be executed on its behalf this _____ day of _____, 20__.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 20__, the above named Terry H. Bay, Bureau Director for Facilities and Lands, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

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IN WITNESS WHEREOF, the Grantee has agreed to and caused this Easement to be executed on its behalf this _____ day of _____, 20__.

Everstream GLC Holding Company, LLC

By _____ (SEAL)
Joe Pellegrini
Executive Vice President of Operations

State of _____)
) ss.
_____ County)

Personally appeared before me this _____ day of _____, 20__, the above named Joe Pellegrini, Executive Vice President of Operations – Everstream GLC Holding Company, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same as and for the act and deed of the Grantee.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print names

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

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CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement for the Devil's River State Trail by virtue of said Easement, between the State of Wisconsin Department of Natural Resources and Brown County as recorded on January 6, 2010 as Document No. 2318274 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this Underground Gas Pipeline Easement, subject to the same terms and conditions as set forth herein on this _____ day of _____, 20__.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
County of Brown)

Personally appeared before me this _____ day of _____ 2020, the above-named Troy Streckenbach, County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print name

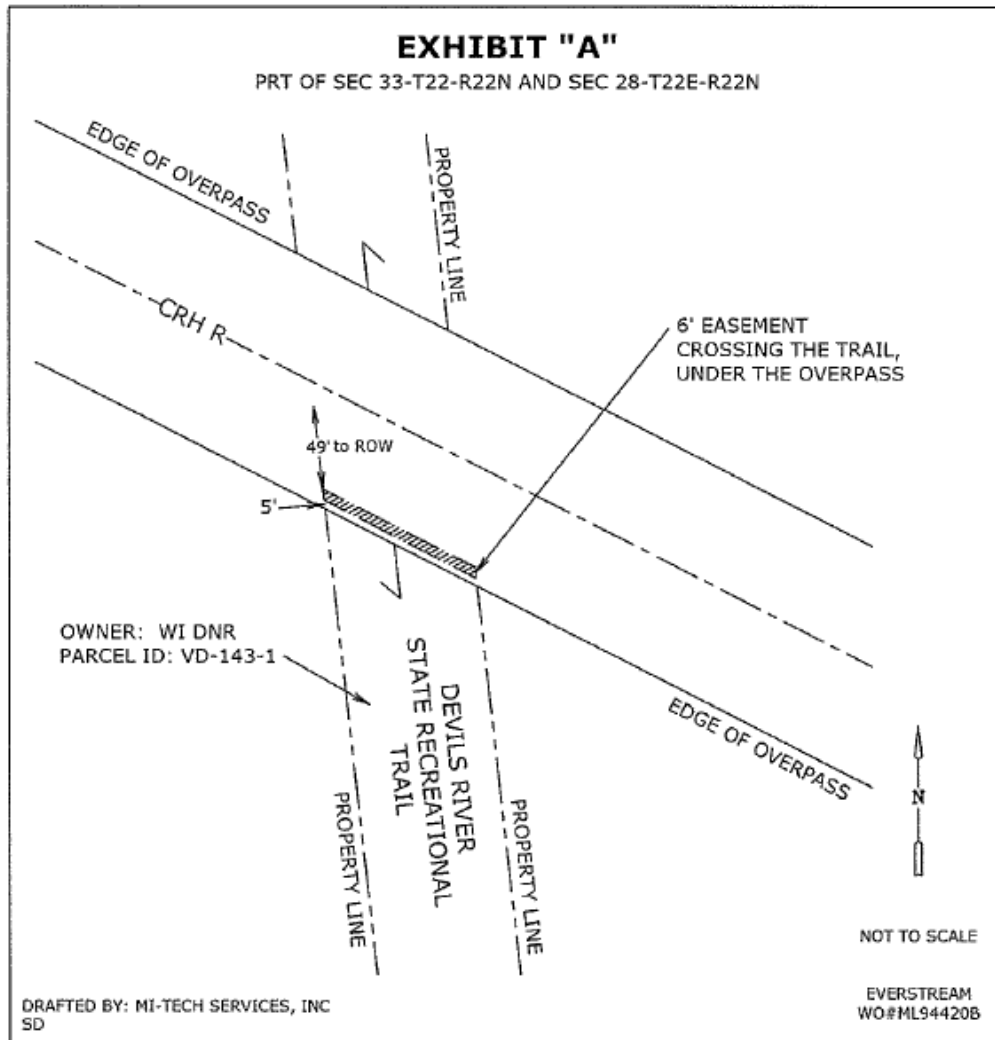
This instrument drafted by:
State of Wisconsin
Department of Natural Resources

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EXHIBIT "A"

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No. 11p -- **RESOLUTION TO AUTHORIZE EASEMENT BETWEEN BROWN COUNTY
AND NEW WATER FOR UNDERGROUND UTILITIES TO BENEFIT
FAIRGROUNDS DEVELOPMENT.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County has requested underground utilities be placed on land owned by NEW Water, adjacent to the Brown County Fairgrounds, as described in the attached *Utility Easement Agreement*, and as pictured in Exhibit A to said Easement, both of which are hereby incorporated into and made part of this Resolution via reference and attachment; and

WHEREAS, NEW Water owns land that said easement is requested on, and authorization of the County Board is required in order to enter into said easement; and

WHEREAS, it is desirable and is in the best interest of the public to authorize said easement as requested.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents and authorizes County officers and staff to enter into the "*Utility Easement Agreement*" with NEW Water, and authorizes and directs County officers and staff to take any and all actions necessary to effectuate said easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The recording fee of \$30.00 for the easement is within Parks 2020 Budget.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-113R

Authored by: Parks Department

Approved by: Corporation Counsel

**ATTACHMENTS TO RESOLUTION #11P
ON THE FOLLOWING PAGES**

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/09/2020
REQUEST TO: Education & Recreation, Administration, County Board of Supervisors
MEETING DATE: 12/02/2020, 12/03/2020 and 12/16/2020, respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO AUTHORIZE EASEMENT BETWEEN BROWN COUNTY AND NEW WATER FOR UNDERGROUND UTILITIES TO BENEFIT FAIRGROUNDS DEVELOPMENT

ISSUE/BACKGROUND INFORMATION:

NEW Water is the owner of a parcel of land north of the Brown County owned Fairgrounds property. Brown County, as part of an approved development project, will be installing an RV sanitary dump station near this property. It is efficient for Brown County to enter into an easement with NEW Water to install utilities (water and sewer) from Dunning Drive, across NEW Water property, to the Fairgrounds RV sanitary dump station. This will be a new 30' wide easement and will save the County money and provide the most efficient and long-lasting connection.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$30 ROD recording fee
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

This easement will not cost the county money, other than a recording fee once approved.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11p

DOCUMENT NO.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made as of the ____ day of _____, 2020 by GREEN BAY METROPOLITAN SEWERAGE DISTRICT, a municipal corporation organized and existing under the laws of the State of Wisconsin ("Grantor"), and BROWN COUNTY, WISCONSIN, a municipal corporation organized and existing under the laws of the State of Wisconsin ("Grantee").

Recitals

WHEREAS, Grantor is the fee holder of that certain land located in Brown County, Wisconsin, which land is more particularly described as Parcel A of Certified Survey Map Number 634 recorded in Volume 2, Page 569, Document Number 674000, Brown County Records and part of Parcel D, Assessors Subdivision of 1925 of Lot 97, Brown County Records, all being part of Private Claim 26, West Side of Fox River, City of De Pere, Brown County, Wisconsin (the "Property"); and

WHEREAS, Grantee has requested that Grantor grant a non-exclusive easement for the installation, construction, maintenance, repair, replacement and removal of certain utility facilities over and across the cross-hatched easement area depicted on Exhibit "A" attached hereto and incorporated herein by reference ("Easement Area").

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual right, privilege and easement over the Easement Area for the purpose of allowing Grantee the right, at its sole cost and expense, to install, construct, maintain, repair, replace and remove certain utility facilities consisting of sanitary sewer and water facilities (collectively, the Facilities") within the Easement Area. This grant also includes the right to enter upon such portions of the Property consisting of or contiguous to the Easement Area as may be reasonably necessary to install, construct, maintain, repair, replace and remove the Facilities; provided that such entrance upon such portions of the Property may not unreasonably interfere with the normal use or operation of the Property by Grantor in any material respect and provided that Grantee

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Laura Meronk
100 W. Lawrence St.
Appleton, WI 54911

WD-56
WD-56-1

Parcel Identification Number

22875912.2

shall make reasonable efforts to notify Grantor prior to entering the Property outside of the Easement Area.

2. Use of Easement Area. After any installation, construction, maintenance, repair, replacement or removal of the Facilities, Grantee shall promptly restore the Easement Area, and any impacted portions of the Property contiguous to the Easement Area, to the same condition in which they existed prior to such installation, construction, maintenance, repair, replacement or removal. All work performed by Grantee pursuant to this Agreement shall be performed promptly, in a safe and proper workmanlike manner and in compliance with all present and future federal, state and/or local laws, ordinances, rules and regulations applicable to or affecting the Facilities and/or the Easement Area. Grantee covenants and agrees that it shall not construct or install any above-ground improvements in connection with the Facilities without the prior written consent of Grantor. Grantee's obligations under this Section 2 shall survive the termination of this Agreement.

3. Grantor Reservation of Rights.

3.1 Grantee hereby acknowledges that Grantor has a pre-existing sanitary sewer lateral ("Grantor's Sanitary Sewer Lateral") which exists within a portion of the Easement Area. Notwithstanding anything set forth herein to the contrary, Grantee hereby covenants and agrees that Grantee's use of the Easement Area, pursuant to this Agreement, shall not interfere with Grantor's Sanitary Sewer Lateral in any manner and in the event that Grantee's Facilities, or the any installation, construction, maintenance, repair, replacement or removal of the Facilities, affect Grantor's Sanitary Sewer Lateral, then Grantee, at Grantee's sole cost, shall promptly undertake any action required, as determined by Grantor in Grantor's sole discretion, to remedy such issues affecting Grantor's Sanitary Sewer Lateral.

3.2 Grantor reserves the right to use the Easement Area for any purposes that will not unreasonably interfere with Grantee's enjoyment of the rights granted in this Agreement. Grantor's reserved rights in the Easement Area shall include, but not be limited to, the granting and use of other utility easements and the use of Grantor's Sanitary Sewer Lateral and any other improvements which may be installed by Grantor within the Easement Area.

4. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantee and their respective successors and permitted assigns. Grantee shall have no right to assign its rights in this Agreement without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion. Grantee acknowledges that Grantor may assign its rights and obligations under this Agreement to any third party including, without limitation, the sale of Property on which portions of the Easement Area exists or by dedicating the Easement Area or portions thereof to any other governmental entity.

5. Indemnification. Grantee, on behalf of itself and its successors and assigns, agrees to defend, indemnify and hold harmless Grantor and its successors and assigns, from any and all liability, damages, causes of action, actions, claims, expenses and reasonable attorney's fees incurred by Grantor or its successors and assigns by reason of or arising out of any acts or omissions of Grantee in the use and enjoyment of the Easement Area and/or by reason of the

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failure of Grantee to fulfill, perform and/or discharge any of its various commitments, obligations and liabilities in connection with the use, maintenance and repair of the Easement Area.

6. Miscellaneous.

6.1 Section headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

6.2 No agreement or amendment shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part, unless such agreement is in writing and signed by Grantor and Grantee.

6.3 If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application or such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.4 All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at the addresses listed below. Either party may change its address for notice by providing written notice to the other party.

If to Grantor:

Green Bay Metropolitan Sewerage District
Attn: Thomas W. Sigmund, Executive Director
2231 N Quincy St.
Green Bay, WI 54302

If to Grantee:

Brown County, Wisconsin

Attn: _____

6.5 This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

6.6 No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

6.7 Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to threaten to violate any term or condition

11p

in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

[Signatures next page following.]

11p

IN WITNES WHEREOF, the parties have caused his Agreement to be executed as of the date first written above.

GRANTOR:

GREEN BAY METROPOLITAN SEWERAGE DISTRICT

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

On this the ____ day of _____, 2020, before me personally appeared the above named _____, the _____ of Green Bay Metropolitan Sewerage District, who executed the foregoing and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission expires: _____

GRANTEE:

BROWN COUNTY, WISCONSIN

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

On this the ____ day of _____, 2020, before me personally appeared the above named _____, the _____ of Brown County, Wisconsin, who executed the foregoing and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by:

Rebecca K. Hamrin
Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911

[Brown County Signature Page]

22875912.2

11p

EXHIBIT A
Easement Area

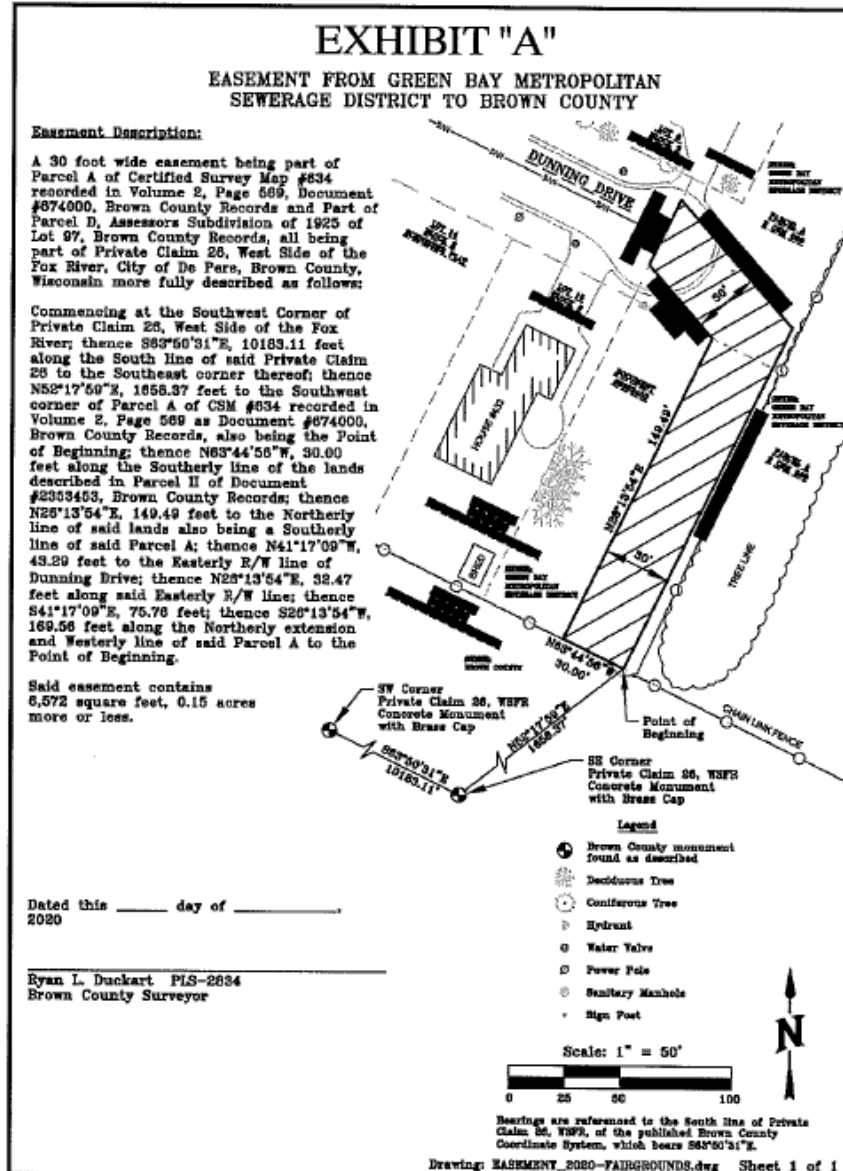


Exhibit A

22875912.2

11p

No. 11q -- **RESOLUTION TO AUTHORIZE RECIPROCAL EASEMENT BETWEEN BROWN COUNTY AND PRIVATE PARCEL WITHIN PARK BOUNDARIES.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County and a private resident at Parcel D-284-2 share a park entrance drive and residential drive, located within the boundaries of Fonferek's Glen County Park, as described in the attached *Easement Agreement*, and as pictured in Exhibit A to said Easement, both of which are hereby incorporated into and made part of this Resolution via reference and attachment; and

WHEREAS, Brown County owns a portion of the former Memory Lane roadway, Parcel D-284-2 owns a portion of the roadway that said easement is requested on, and authorization of the County Board is required in order to enter into said reciprocal easement; and

WHEREAS, it is desirable and is in the best interest of the County and the public to authorize said easement as requested for continued park enjoyment.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents and authorizes County officers and staff to enter into the Reciprocating "*Easement Agreement*" with the landowner at Parcel D-284-2, and authorizes and directs County officers and staff to take any and all actions necessary to effectuate said easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The recording fee of \$30.00 for the easement is within the Parks' 2020 Budget.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-114R

Authored by: Parks Department

Approved by: Corporation Counsel

ATTACHMENTS TO RESOLUTION #11Q
ON THE FOLLOWING PAGES

PARKS

Brown County

P.O. BOX 23600
GREEN BAY, WI 54305-3600



Matt Kriese

PHONE: (920) 448-6242 FAX: (920) 448-4054

DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/09/2020
REQUEST TO: Education and Recreation Committee, Admin Comm and County Board
MEETING DATE: 12/02/2020, 12/03/2020 and 12/16/2020, Respectively
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO AUTHORIZE RECIPROCATING EASEMENT BETWEEN BROWN COUNTY AND PRIVATE PARCEL WITHIN PARK BOUNDARIES

ISSUE/BACKGROUND INFORMATION:

When Memory Lane was vacated and turned over to the County it created a land locked parcel, D-284-2. This parcel and the County require reciprocating easements to serve both park visitors and the private residence.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

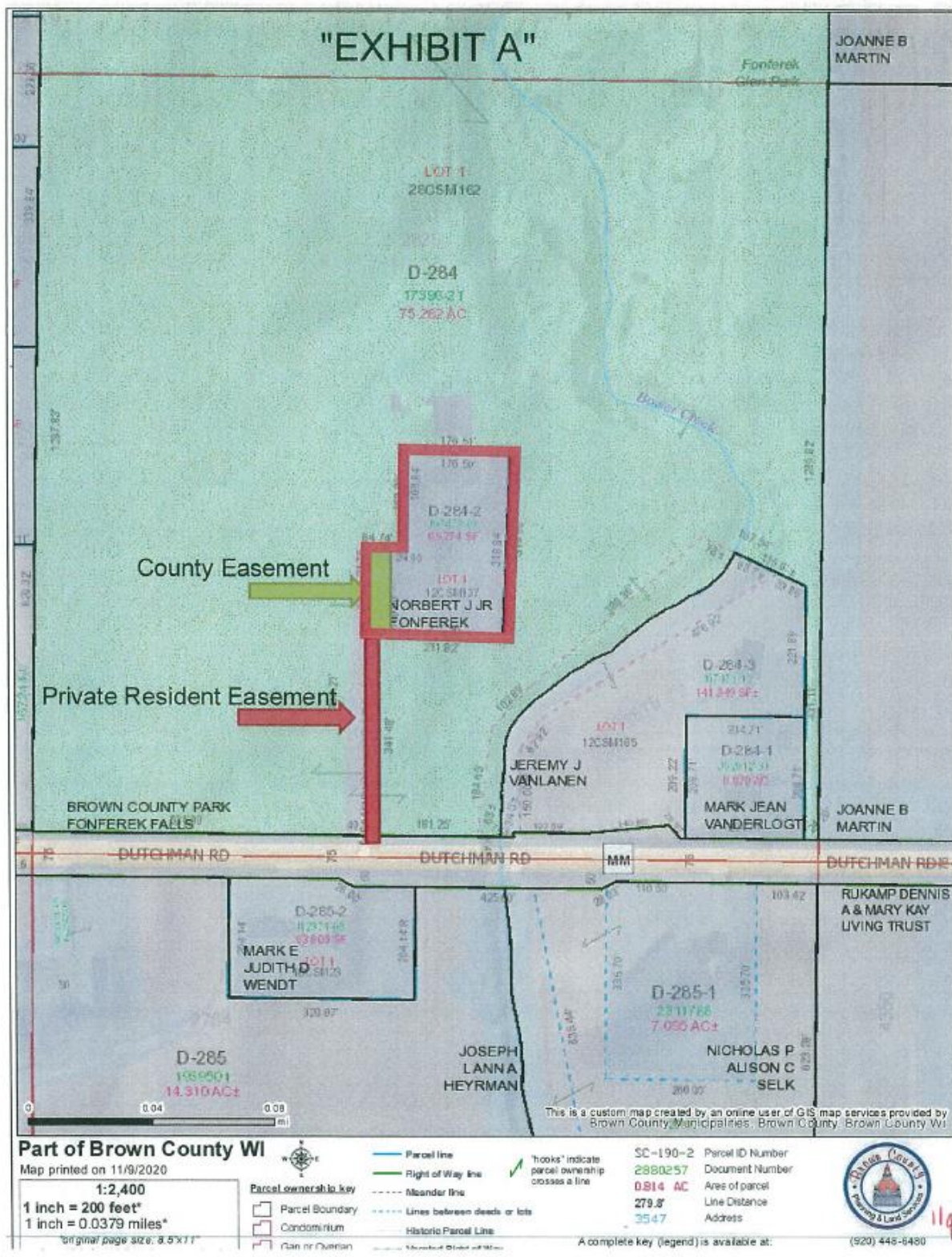
NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$30 ROD recording fee
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 415.062.001.5301.300 (Parks Improvements, Intra-county expense-Other Departmental.
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

This easement will not cost the county money, other than a recording fee once approved.

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11g



Document No.

**INGRESS/EGRESS ACCESS
EASEMENT AGREEMENT**

Return to:
Attorney Gregory A. Gerbers
Brown County
305 E Walnut Street
Green Bay, WI 54301

Parcel Numbers

THIS EASEMENT is made this _____ day of _____, _____, by and between, **Norbert J. Fonferek, Jr.**, ("Grantor") and **Brown County, a body corporate**, along with his successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described in Exhibit A.

1. **Purpose:** The purpose of this easement is for parking, ingress and egress across the Grantor's parcel to the Grantee's parcel.
2. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's parcel as to create a violation of all applicable State of Wisconsin codes or any amendments thereto.
3. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
4. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may

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be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

6. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
7. **Easement Review:** Grantor and Grantee acknowledge receipt of materials which describe their respective rights and options in the easement process and furthermore acknowledge that parties have had at least 5 days to review this easement document *or* voluntarily waive the five day review period. Final easement exhibit shall be reviewed and approved by Brown County prior to final easement approval.

Dated: _____, 2020

Grantor:

Grantee:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on _____, 2020 by
_____.

*

Notary Public, State of Wisconsin
My commission expires _____.

11/9

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on _____, 2020 by
_____.

*

Notary Public, State of Wisconsin

My commission expires _____.

This document was drafted by:
Attorney Gregory A. Gerbers
Brown County
305 E Walnut Street
Green Bay, WI 54301

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EXHIBIT "A"

EASEMENT FROM BROWN COUNTY TO NORBERT J. FONPEREK, JR.

Part of Lot 1 of Certified Survey Map #4425 recorded in Volume 28, Page 162, Document #1321166, Brown County Records and part vacated Memory Lane recorded in Volume 44, Page 90 of Miscellaneous Records in Brown County Records, all being part of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin.

Easement Description:

An easement boundary being part of Lot 1 of Certified Survey Map #4425 recorded in Volume 28, Page 162, Document #1321166, Brown County Records and part vacated Memory Lane recorded in Volume 44, Page 90 of Miscellaneous Records in Brown County Records, all being part of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin more fully described as follows:

Commencing at the West 1/4 Corner of Section 34, T23N-R21E; thence S89°28'05"E, 1927.19 feet along the South line of the Northwest 1/4 of said Section 34; thence N04°15'48"E, 37.59 feet to a point on the Northerly R/W line of Dutchman Road (CTH "MM"), being the Point of Beginning; thence N09°26'28"W, 18.04 feet along said Northerly R/W line; thence N04°15'48"E, 342.37 feet to a point on the South line of the vacated portion of Memory Lane as originally shown in Certified Survey Map #2555 recorded in Volume 12, Page 137, Document #1004268, Brown County Records, herein after referred to as Point "A"; thence S87°28'25"E, 18.01 feet along said South line; thence S04°15'48"W, 341.75 feet to the Point of Beginning.

Also including the following lands.

Commencing at said Point "A" described above; thence N67°26'25"W, 15.99 feet along the South line of the vacated portion of Memory Lane as originally shown in Certified Survey Map #2555 recorded in Volume 12, Page 137, Document #1004268, Brown County Records, to the Southwest corner of said vacated portion of Memory Lane; thence N02°31'04"E, 150.00 feet along the West line to the Northwest corner of said vacated portion of Memory Lane; thence S87°25'36"E, 18.81 feet along the North line of said vacated portion of Memory Lane to Point "B", also being the Point of Beginning; thence N10°54'55"E, 186.87 feet; thence S87°30'29"E, 150.53 feet; thence S02°29'53"W, 18.00 feet to the North line of Lot 1 of Certified Survey Map #2555 recorded in Volume 12, Page 137, Document #1004268, Brown County Records; thence N87°30'29"W, 135.00 feet along said North line to the Northwest corner of said Lot 1; thence S02°30'39"W, 30.00 feet along a Westerly line of said Lot 1; thence S33°30'06"W, 20.12 feet; thence S10°54'55"W, 121.39 feet to said North line of vacated Memory Lane; thence N87°25'36"W, 18.19 feet along said North line of vacated Memory Lane to said Point "B" and the Point of Beginning.

Said easement contains 12,072 square feet total, 0.28 acres total more or less.

Dated this _____ day of _____, 2020

Ryan L. Duckart PLS-2834
Brown County Surveyor

Drawing: EASEMENT_2020-FONPEREK.dwg Sheet 2 of 2

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Document No.

**INGRESS/EGRESS ACCESS
EASEMENT AGREEMENT**

Return to:
Attorney Gregory A. Gerbers
Brown County
305 E Walnut Street
Green Bay, WI 54301

Parcel Numbers

THIS EASEMENT is made this _____ day of _____, _____, by and between, **Norbert J. Fonferek, Jr.**, ("Grantor") and **Brown County, a body corporate**, along with his successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described in Exhibit A.

1. **Purpose:** The purpose of this easement is for parking, ingress and egress across the Grantor's parcel to the Grantee's parcel.
2. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's parcel as to create a violation of all applicable State of Wisconsin codes or any amendments thereto.
3. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
4. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may

11g

be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

6. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
7. **Easement Review:** Grantor and Grantee acknowledge receipt of materials which describe their respective rights and options in the easement process and furthermore acknowledge that parties have had at least 5 days to review this easement document or voluntarily waive the five day review period. Final easement exhibit shall be reviewed and approved by Brown County prior to final easement approval.

Dated: _____, 2020

Grantor:

Grantee:

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on _____, 2020 by
_____.

Notary Public, State of Wisconsin
My commission expires _____.

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ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on _____, 2020 by
_____.

*

Notary Public, State of Wisconsin
My commission expires _____.

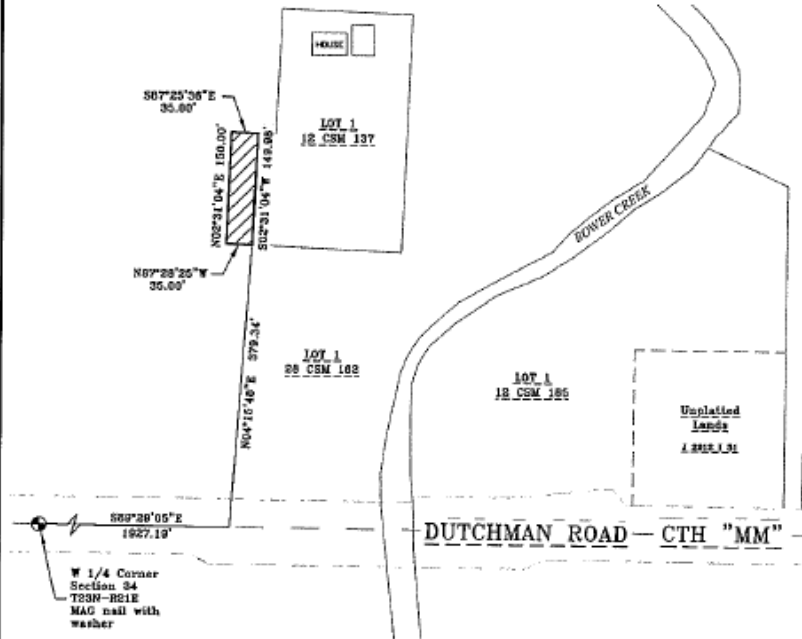
This document was drafted by:
Attorney Gregory A. Gerbers
Brown County
305 E Walnut Street
Green Bay, WI 54301

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EXHIBIT "A"

EASEMENT FROM NORBERT J. FONFEREK, JR. TO BROWN COUNTY

All of now vacated Memory Lane as originally shown in Certified Survey Map #2555, recorded in Volume 12, Page 137, Document #1004286, Brown County Records and located in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin.



Easement Description:


An easement boundary being all of now vacated Memory Lane as originally shown in Certified Survey Map #2555, recorded in Volume 12, Page 137, Document #1004286, Brown County Records and located in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 23 North, Range 21 East, Town of Ledgeview, Brown County, Wisconsin more fully described as follows:

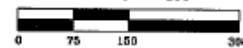
Commencing at the West 1/4 Corner of Section 34, T23N-R21E; thence S89°29'05"E, 1927.19 feet along the South line of the Northwest 1/4 of said Section 34; thence N04°15'48"E, 379.34 feet to the Southeast corner of said vacated Memory Lane and the Point of Beginning; thence N87°28'25"W, 35.00 feet along the South line of said vacated Memory Lane to the Southwest corner thereof; thence N02°31'04"E, 150.00 feet along the West line of said vacated Memory Lane to the Northwest corner thereof; thence S87°25'36"E, 35.00 feet along the North line of said vacated Memory Lane to the Northeast corner thereof; thence S02°31'04"W, 149.98 feet along the East line of said vacated Memory Lane to the Point of Beginning.

Said easement contains 5,249 square feet, 0.12 acres more or less.

Dated this _____ day of _____, 2020

Ryan L. Duckart PLS-2834
Brown County Surveyor

Legend
 Brown County monument found as described
 Scale: 1" = 150'



Bearings are referenced to the South line of the Northwest 1/4 of Section 34, T23N-R21E, of the published Brown County Coordinate System, which bears S89°29'05"E.

Drawing: EASEMENT_2020-FONFEREK.dwg Sheet 1 of 1

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Planning, Development & Transportation Committee

No. 11r -- RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC FACILITIES/PLANNING PROGRAM.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) housing program and CDBG – Public Facilities / Planning program, administered by the State of Wisconsin, Department of Administration, for the purpose of improvement of public facilities; and

WHEREAS, after public meeting and due consideration, the Brown County Planning, Development and Transportation Committee has recommended that an application be submitted to the State of Wisconsin for the reconditioning of Bellevue Street (County Highway XX) between Allouez Avenue and the Canadian National railroad tracks in the Village of Bellevue; and

WHEREAS, it is necessary for the Brown County Board of Supervisors to approve the preparation and filing of an application for Brown County to receive funds from this program; and

WHEREAS, the Brown County Board of Supervisors has reviewed the need for the proposed projects and the regional benefits to be gained therefrom.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Supervisors of Brown County approves and authorizes the preparation and filing of an application for the above-named projects; and

BE IT FURTHER RESOLVED, that the Brown County Executive, and any other necessary County Officers and/or Agents, are hereby authorized to sign all necessary documents on behalf of Brown County; and

BE IT FINALLY RESOLVED that authority is hereby granted to the Brown County Planning and Land Services Department staff to take the necessary steps to prepare and file the appropriate application for funds under this program in accordance with this resolution.

Fiscal Note: This resolution does not require and appropriation from the General Fund. This resolution allows the County to recapture it's HUD revolving loans funds (Business Revolving Loan Program) through the Community Development Block Grant – Close Program by expending \$1,297,094 in 2021 for the County Highway XX project, and by receiving \$1,297,094 in grant revenue upon completion.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-098R

Authored by: Brown County Planning Commission

Approved by: Corporation Counsel

ATTACHMENTS TO RESOLUTION #11R **ON THE FOLLOWING PAGES**

PLANNING COMMISSION

Brown County

305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-6480 FAX (920) 448-4487
WEBSITE: www.browncountywisc.gov/planning



COLE RUNGE
PLANNING DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO PLANNING, DEVELOPMENT, & TRANSPORTATION COMMITTEE

DATE: September 28, 2020
REQUEST TO: Planning, Development, & Transportation Committee
MEETING DATE: 11/24/2020
REQUEST FROM: Cole Runge
Planning and Land Services Department
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING THE SUBMISSION OF BROWN COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CLOSE GRANT APPLICATION TO THE WISCONSIN DEPARTMENT OF ADMINISTRATION

ISSUE/BACKGROUND INFORMATION:

The U.S. Department of Housing and Urban Development (HUD), in conjunction with the Wisconsin Department of Administration (DOA), recently discontinued all Wisconsin economic development revolving loan programs (including Brown County's) that were funded through the Community Development Block Grant – Economic Development (CDBG-ED) Program. HUD then created the CDBG CLOSE grant program to enable counties and communities to recapture these CDBG-ED funds so they can be used for economic development purposes.

For Brown County to recapture its CDBG-ED funds, it must "purchase" the funds by paying the state the total value of the county's unallocated and allocated (loaned) CDBG-ED fund balances. The Wisconsin DOA will then reimburse the county with a CDBG CLOSE grant of the same value to complete an eligible project. Once the eligible project is done, the revenue collected by Brown County from the repayment of existing and future economic development loans will be defederalized and can be used by the county for a variety of economic development purposes without having to satisfy federal requirements.

The project proposed to obtain Brown County's CDBG CLOSE grant is the reconditioning of Bellevue Street (County Highway XX) between Allouez Avenue and the Canadian National railroad tracks in the Village of Bellevue. This project is proposed because it is an eligible project that is currently scheduled to be completed at county expense in 2022, which is within the schedule required by the CLOSE program. The project's estimated cost is also very similar to the total of the county's unallocated and allocated (loaned) CDBG-ED fund balances.

To complete this process, the county funds that are currently budgeted for the Bellevue Street (County Highway XX) reconditioning project would be paid to the state in order to purchase the total value of the county's unallocated and allocated (loaned) CDBG-ED fund balances. Brown County would then receive a CDBG CLOSE grant from the state to complete the Bellevue Street reconditioning project. Once this project is finished, the revenue collected by Brown County from economic development loan payments could be used by the county for economic development purposes without having to satisfy federal requirements.

11r

The Planning and Land Services Department developed this project proposal in cooperation with the Brown County Public Works Department.

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$ 1,297,094 of additional expense in 2021 and \$1,297,094 of additional revenue in 2022
 - b. If part of a bigger project, what is the total amount of the project?
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account?
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

llr

Planning, Development & Transportation Committee and Administration Committee

No. 11s -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE PORT & RESOURCE RECOVERY DEPARTMENT – RESOURCE RECOVERY ASSOCIATE.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a table of organization request was submitted by the Port & Resource Recovery Department (“Department”); and

WHEREAS, the Department currently has two (0.50) FTE Resource Recovery Associate positions in their table of organization that are currently vacant; and

WHEREAS, the Department would like to increase the ability to hire and staff the associate position by consolidating two part-time positions into one full-time position; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the deletion of two (0.50 FTE) Resource Recovery Associate positions in pay grade F of the Classification and Compensation Plan, and the addition of one (1.0 FTE) Resource Recovery Associate position in pay grade F of the Classification and Compensation plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the Department’s table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the deletion of two (0.50 FTE) Resource Recovery Associate positions in pay grade F of the Classification and Compensation Plan, and the addition of one (1.0 FTE) Resource Recovery Associate position in pay grade F of the Classification and Compensation plan.

Budget Impact: Port & Resource Recovery

2021 Annual Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Resource Recovery Associate \$18.88/hr. Position # 117.560.079 Hours: 1,044	(0.5)	Deletion	(\$19,711)	(\$18,338)	(\$38,049)
Resource Recovery Associate \$20.41/hr. Position # 119.560.079 Hours: 1,044	(0.5)	Deletion	(\$21,308)	(\$18,711)	(\$40,019)
Resource Recovery Associate \$18.88/hr. Position # TBD Hours: 2,088	1.0	Addition	\$39,421	\$20,936	\$60,357

Annual Budget Impact	0				(\$17,711)
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Fiscal Note: This resolution does not require an appropriation from the General Fund. The anticipated fiscal result of this resolution will be a savings in personnel cost of \$17,711.

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-117R

Authored by Port & Resource Recovery

Final Draft Approved by Corporation Counsel's Office

ATTACHMENT TO RESOLUTION #11S
ON THE FOLLOWING PAGE

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-12-20
REQUEST TO: PD&T, Administration and County Board
MEETING DATE: 11/24/20, 12/3/20, and 12/16/20, respectively
REQUEST FROM: Dean Haen
Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE PORT & RESOURCE RECOVERY DEPARTMENT – RESOURCE RECOVERY ASSOCIATE

ISSUE/BACKGROUND INFORMATION:

Department currently has four part-time associate positions. Attempts were unsuccessfully made to fill one part-time position. In an effort to increase the ability to hire and staff the associate position, the Department would like to consolidate two part-time associate positions into one full-time associate position.

ACTION REQUESTED:

Delete 2 (0.5) FTE Resource Recovery Associates; Add 1 (1.0) FTE Resource Recovery Associate

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$(17,711)
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
If no, how will the impact be funded? State Funding/DHS Reimbursement
 - b. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11/12/2010

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Human Services Committee and Administration Committee

No. 11t -- RESOLUTION SUPPORTING INCREASED FUNDING FOR AGING AND DISABILITY RESOURCE CENTERS.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Aging and Disability Resource Centers (ADRC) are the first place to go to get accurate unbiased information on all aspects of life related to aging or living with a disability; and

WHEREAS, ADRC services include providing information and assistance, options and benefits counseling, coordinating short-term services, conducting functional screens, and enrollment processing and counseling; and

WHEREAS, in Wisconsin, there are currently 34 single-county ADRCs, 12 multi-county/tribal ADRCs, and seven tribal Aging and Disability Resource Specialists that work with an ADRC; and

WHEREAS, ADRCs serve the fastest growing demographic of our state's population; and

WHEREAS, the funding method for ADRCs has not been revised in more than a decade, and funding for ADRCs has not increased since 2006; and

WHEREAS, it has become evident that ADRC funding needs revision for a number of reasons, including:

- The current inequitable distribution of funding among ADRCs.
- The need to increase funding so that all ADRCs may effectively meet their mission, as outlined in the Scope of Services contract addendum; and

WHEREAS, the Office for Resource Center Development (ORCD) within the Department of Health Services (DHS) established a stakeholder advisory group in 2017 to discuss ADRC funding; and

WHEREAS, the stakeholder advisory group identified a number of issues with the current funding formula, such as:

- Dollars are distributed based on the date of ADRC establishment - older ADRCs (Generation One) receive more funding than ADRCs established at a later date (Generation Two and Three ADRCs);
- The current formula does not take into account elements associated with health and social inequity that require a greater need for ADRC services;
- The current formula does not adjust with need – Wisconsin's aging and disability populations continue to grow and are expected to grow significantly over the next 20 years;
- The current formula does not account for needed cost of living adjustments; and

WHEREAS, a significant state GPR investment is needed to implement the recommendations of the stakeholder advisory group; and

WHEREAS, such a significant state investment would provide consistency in ADRC funding statewide, cover the services required and recommended in the Scope of Services contract addendum, and equalize services among ADRCs; and

WHEREAS, the work of the stakeholder advisory group complements the work of the Governor's Task Force on Caregiving.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors does hereby support the following increases in the 2021-23 state biennial budget to ensure access to critical services provided by ADRCs to Wisconsin's aging and disability populations:

- Provide an additional \$27,410,000 GPR in funding to our state's ADRCs. It is important to note that the proposed change in the ADRC allocation methodology cannot occur unless the full \$27.4 million is allocated.
- Provide additional funding to expand/equalize ADRC services across the state:
 - Expand Dementia Care Specialist Funding Statewide: \$3,320,000
 - Fully Fund Elder Benefit Specialists Statewide: \$2,300,000
 - Expand Caregiver Support and Programs: \$3,600,000
 - Expand Health Promotion Services: \$6,000,000
 - Expand Care Transition Services: \$6,000,000
 - Fund Aging and Disability Resources in Tribes: \$1,180,000
 - Fully Fund Aging and Disability Resource Support Systems: \$2,650,000; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Tony Evers, DOA Secretary Joel Brennan, DHS Secretary-designee Andrea Palm, the Wisconsin Counties Association and all area legislators.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The cost to carry out this resolution is \$6.46 and will be covered with the department's current budget.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020
20-112R

Authored by: Aging & Disability Resource Center

Approved by: Corporation Counsel Office

ATTACHMENT TO RESOLUTION #11T
ON THE FOLLOWING PAGE



*All people are valued, celebrated,
and connected to a life of possibilities.*

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11/6/2020
REQUEST TO: Human Services, Administration and County Board of Supervisors Committees
MEETING DATE: 11/18/2020, 12/3/2020 and 12/16/2020, respectively
REQUEST FROM: Aging & Disability Resource Center
Devon Christianson, Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION SUPPORTING INCREASED FUNDING FOR AGING & DISABILITY RESOURCE CENTERS

ISSUE/BACKGROUND INFORMATION:

Aging & Disability Resource Centers (ADRC) serve the fastest growing demographic of our state's population; yet, the funding methodology for ADRCs has not been revised in more than a decade. The original funding methodology was based on factors that were appropriate for the original pilots and expansion of ADRCs statewide. However, it is now evident that the funding methodology needs revision in order to create a more equitable distribution of funds across the state. It is also clear that additional funding is required to allow ADRCs to effectively meet their mission and contract scope of services.

The Office for Resource Center Development (ORCD) within the Department of Health Services (DHS) established a stakeholder advisory group to begin the work necessary to revise the funding methodology for ADRCs and to identify the amount of funding needed to fully support ADRCs.

In order to implement the new ADRC allocation formula recommended by the stakeholder advisory group, an additional investment of state GPR funding - \$27.4 million - is needed. The group also determined that approximately \$25 million additional funding would be needed to add critical services to an ADRC's operational requirements and equalize the services provided by ADRCs throughout the state.

The Wisconsin Counties Association is supportive of this request, has included the initiative in their [2021-2022 Legislative Agenda](#), created the ADRC Reinvestment factsheet and drafted the attached resolution.

ACTION REQUESTED:

Brown County Human Service Committee and Brown County Board to adopt the resolution and once passed send to Governor Tony Evers, DOA Secretary Joel Brennan, DHS Secretary-designee Andrea Palm, the Wisconsin Counties Association and all area legislators.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.
The resolution is seeking state GPR funding and requires no local match.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

300 S Adams Street, Green Bay, WI 54301
(920) 448-4300 • TTY: WI Relay 711 • Fax: (920) 448-4306
Email: bc.adrc@browncountywisc.gov
adrcofbrowncounty.org | groundedcafegb.org

*Empower and enrich the lives of
older adults, adults with
disabilities, and their caregivers.*

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Administration Committee and Special Human Services Committee

No. 11u -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH & HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION CLERK III/DATA CONTROL.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a table of organization request was submitted by the Health & Human Services Department (“Department”); and

WHEREAS, the Department currently has one (1.00) FTE Clerk II / Data Control position in their table of organization that is current vacant; and

WHEREAS, the Department would like to change the position to align with the other position in the unit that has similar job responsibilities and provides cross-coverage; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the deletion of one (1.00 FTE) Clerk II/Data Control in pay grade D of the Classification and Compensation Plan, and the addition of one (1.0 FTE) Clerk III/Data Control position in pay grade E of the Classification and Compensation plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Department’s table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the deletion of one (1.00 FTE) Clerk II/Data Control in pay grade D of the Classification and Compensation Plan, and the addition of one (1.0 FTE) Clerk III/Data Control position in pay grade E of the Classification and Compensation plan.

Budget Impact: Health & Human Services-Community Services

2021 Annual Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Clerk II / Data Control \$18.86/hr Position# 108.072.076 Hours: 1,957.5	(1.0)	Deletion	(\$36,919)	(\$23,134)	(\$60,053)
Clerk III / Data Control \$18.45/hr Position# 108.072.076 Hours: 1,957.5	1.0	Addition	\$36,117	\$19,360	\$55,477
Annual Budget Impact					(\$4,576)

Fiscal Note: This resolution does not require an appropriation from the General Fund. The anticipated fiscal result of this resolution will be a savings in personnel cost of \$4,576.

Respectfully submitted,

HUMAN SERVICES COMMITTEE
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-119R

Authored by: Health & Human Services

Approved by: Corporation Counsel's Office

ATTACHMENT TO RESOLUTION #11U
ON THE FOLLOWING PAGE

HEALTH & HUMAN SERVICES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 11-17-20
REQUEST TO: Human Services, Administration and County Board
MEETING DATE: 12/3/20, 12/15/20 and 12/16/20, Respectively
REQUEST FROM: Erik Pritzl
Director
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH & HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION CLERK III / DATA CONTROL

ISSUE/BACKGROUND INFORMATION:

Within the HHS administrative support/clerical unit, we have a Clerk II/Data Control and a Clerk III/Data Control. Over time, the duties of these two positions have become increasingly overlapped for coverage and when vacancies exist. To ensure cross-coverage and the sharing of duties in the future, it would be more desirable to have the job position titles be the same.

ACTION REQUESTED:

Delete Clerk II/Data Control; Add Clerk III/Data Control

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$(4,576)
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
If no, how will the impact be funded?
 - b. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

12/3/2018

llu

Special Human Services Committee and Special Administration Committee

No. 11v -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION – SOCIAL WORKER/CASE MANAGERS FOR CLTS UNIT.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a table of organization request was submitted by the Health & Human Services Department-Community Services Division (“Department”); and

WHEREAS, the Wisconsin Department of Health Services (DHS) has mandated that additional clients be taken off waitlists and be provided children’s long-term support services, and has provided additional funding for more positions; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the addition of three (1.0 FTE) Social Worker/Case Manager positions in pay grade I of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that the following changes to the Department’s table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the addition of three (1.0 FTE) Social Worker/Case Manager positions in pay grade I of the Classification and Compensation Plan, as described above and as below in the Budget Impact section of this Resolution; and

BE IT FURTHER RESOLVED, that, should the funding end, said Positions will end and be eliminated from the Department’s table of organization.

Budget Impact: Health & Human Services Department-Community Services Division

Annual Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Social Worker/Case Manager \$28.58/hr Position# TBD Hours: 1,957.5	3.0	Addition	\$167,835	\$67,740	\$235,575
State funding from DHS reimbursement					(\$235,575)
Annual Budget Impact					\$0

Partial Budget Impact (1/25/21-12/31/21)	FTE	Addition/ Deletion	Salary	Fringe	Total
Social Worker/Case Manager \$28.58/hr Position# TBD Hours: 1,957.5	3.0	Addition	\$154,332	\$62,529	\$216,861
Computer/Setup Costs					\$8,100

State funding from DHS reimbursement					(\$224,961)
Partial Budget Impact					\$0

Fiscal Note: This resolution does not require an appropriation from the General Fund. Staffing costs will be offset by state funding from the Department of Health Services.

Respectfully submitted,

HUMAN SERVICES COMMITTEE
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-134R

Authored by Health & Human Services

Final Draft Approved by Corporation Counsel's Office

ATTACHMENTS TO RESOLUTION #11V
ON THE FOLLOWING PAGES

HEALTH & HUMAN SERVICES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12-10-2020
REQUEST TO: SPECIAL Human Services Comm, SPECIAL Admin Comm and County Board
MEETING DATE: 12/15/2020, 12-16-2020 and 12/16/2020, respectively
REQUEST FROM: Erik Pritzl
Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION - ADD SOCIAL WORKER/CASE MANAGER POSITIONS FOR CLTS UNIT

ISSUE/BACKGROUND INFORMATION:

The department is requesting changes to the Table of Organization to support the addition of three Children's Long-Term Support (CLTS) Case Manager positions within Health and Human Services. The addition of these positions is necessary to provide services to clients mandated to be served that are coming off a waitlist established by Department of Health Services requirements. This position was not sought earlier as we needed to wait to ascertain what funds are being made available through DHS. There are sufficient monies allocated to Brown County DHHS to offset the costs of the positions, the funding being part of administrative costs associated with the program.

ACTION REQUESTED:

Add three (1.0 FTE) Social Worker/Case Manager positions

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
If no, how will the impact be funded? State Funding/DHS Reimbursement
 - b. If funding is from an external source, is it one-time ☐ or continuous? ☒
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

12/3/2018

11v

No. 11w -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION – 3 REGISTERED NURSES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, a table of organization request was submitted by the Health & Human Services Department (“Department”); and

WHEREAS, the Department currently has three (1.00) FTE Public Health Nurse positions in their table of organization that are current vacant; and

WHEREAS, the Department would like to change the qualifications of the position to allow for applicants with associate nursing degrees to apply, which will help with recruiting and hiring; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the deletion of three (1.00 FTE) Public Health Nurse positions in pay grade J of the Classification and Compensation Plan and the addition of three (1.0 FTE) Registered Nurse positions in pay grade J of the Classification and Compensation plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Department’s table of organization, as described above and below in the Budget Impact section of this resolution, are hereby approved: the deletion of three (1.00 FTE) Public Health Nurse positions in pay grade J of the Classification and Compensation Plan, and the addition of three (1.0 FTE) Registered Nurse positions in pay grade J of the Classification and Compensation plan.

Budget Impact: Health & Human Services-Public Health

Annual Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
Public Health Nurse \$31.63/hr Position# 101.290.060 Hours: 1,957.5	1.0	Deletion	(\$61,917)	(\$28,559)	(\$90,476)
Public Health Nurse \$29.45/hr Position# 102.290.060 Hours: 1,957.5	1.0	Deletion	(\$57,650)	(\$16,950)	(\$74,600)
Public Health Nurse \$31.63/hr Position# 107.290.060 Hours: 1,957.5	1.0	Deletion	(\$61,917)	(\$17,520)	(\$79,437)
Registered Nurse \$28.27/hr Position# Multiple Hours: 1,957.5	3.0	Addition	\$166,020	\$71,568	\$237,588

Annual Budget Impact					(\$6,925)
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Fiscal Note: This resolution does not require an appropriation from the General Fund. The anticipated fiscal result of this resolution will be a savings in personnel cost of \$6,925.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-135R

Authored by: Health & Human Services Department

Approved by: Corporation Counsel Office

ATTACHMENTS TO RESOLUTION #11W
ON THE FOLLOWING PAGES

HEALTH & HUMAN SERVICES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12-14-20
REQUEST TO: SPECIAL Human Services, SPECIAL Administration and County Board
MEETING DATE: 12/15, 12/16 and 12/16, Respectively
REQUEST FROM: Erik Pritzl
Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH & HUMAN SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION REGISTERED NURSES

ISSUE/BACKGROUND INFORMATION:

Recruiting and hiring of Public Health Nurses under the current qualifications requires a Bachelor of Nursing degree, and this excludes other applicants with Nursing degrees who are interested in applying for the position. The department is allowed to employ nurses in Public Health with associate degrees as a mix with Bachelor of Nursing degree staff members.

ACTION REQUESTED:

Delete 3.0 Public Health Nurses; Add 3.0 Registered Nurses

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$(6,925)
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
If no, how will the impact be funded?
 - b. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

12/3/2018

llw

Special Human Services Committee

No. 11x -- RESOLUTION PROVIDING LIMITED AUTHORITY REGARDING COVID-19 MATTERS.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Emergency Declaration that was issued pursuant to Wis. Stat. Sec. 323.11 by the Brown County Board of Supervisors (the Board) on 03-18-2020, and extended, currently expires on 12-31-2020; and

WHEREAS, it is desirable for the Board to provide certain limited authority to allow County Officials and their Agents to continue to take actions after 12-31-2020 regarding COVID-19 related matters.

NOW THEREFORE BE IT RESOLVED, that the Brown County Board of Supervisors hereby decrees that the Director of the Health and Human Services Department, along with the Local Public Health Officer, Emergency Management Director and other County Officials and Agents, are hereby authorized and directed to exercise the following limited authority: **1)** To provide directly or in coordination with a State or Federal agency: COVID-19 testing, COVID-19 contact tracing and COVID-19 quarantine and isolation; **2)** To administer and coordinate the previously approved County Emergency Management Plan; **3)** To appropriate necessary funds out of the Health and Human Services Public Health-Restricted Health Grants fund for COVID-19 related matters, to assign necessary staff and resources, and to develop appropriate temporary work rules in response to COVID-19 that do not require an appropriation from the General Fund; and **4)** To apply for and accept State and Federal resources including but not limited to grant money and other reimbursement related to COVID-19.

Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes Health & Human Services to expend Public Health-Restricted Health Grants funds, and other State and Federal Grant funds.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-129R (Alternate Resolution)

Authored by: Corporation Counsel

Approved by: Corporation Counsel

ATTACHMENT TO RESOLUTION #11X
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12-10-2020
REQUEST TO: Human Services Committee and Co Bd
MEETING DATE: 12-15-2020 and 12-16-2020, respectively
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE: RESOLUTION PROVIDING LIMITED AUTHORITY
REGARDING COVID-19 MATTERS**

ISSUE/BACKGROUND INFORMATION:

To provide limited authority to county staff re COVID-19 matters.

ACTION REQUESTED:

Consideration.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$0.00 *Fiscal Note: This resolution does not require an appropriation from the General Fund. This resolution authorizes Health & Human Services to expend Public Health-Restricted Health Grants funds, and other State and Federal Grant funds.*

Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
2. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11X

***Item #11y was taken after Item #11f*

Committee of the Whole

**No. 11z -- RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
“INTERGOVERNMENTAL AGREEMENT BETWEEN NORTHEAST
WISCONSIN COUNTIES FOR HIGHWAY DEPARTMENT MUTUAL AID”
(HEREAFTER REFERRED TO AS THE “CONTRACT”)**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Brown County Board of Supervisors, by and through its Committee of the Whole, reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

BROWN COUNTY BOARD
COMMITTEE OF THE WHOLE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-130R

Authored by: Highway Commissioner

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The contract authorized by this Resolution allows Brown County to request and pay for Mutual Aid from other Member Counties, and provides for Brown County to be compensated for Mutual Aid it provides to other Member Counties.

**ATTACHMENTS TO RESOLUTION #11Z
ON THE FOLLOWING PAGES**

PUBLIC WORKS DEPARTMENT

Brown County

2198 GLENDALE AVENUE
GREEN BAY, WI 54303

PHONE (920) 662-2160 FAX (920) 434-4576
EMAIL: bc_highway@co.brown.wi.us

PAUL A. FONTECCHIO, P.E.
DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12/8/2020
REQUEST TO: County Board of Supervisors – COMMITTEE OF THE WHOLE
MEETING DATE: 12/16/2020
REQUEST FROM: Paul Fontecchio, Director
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: *Intergovernmental Agreement Between Northeast Wisconsin Counties For Highway Department Mutual Aid*

ISSUE/BACKGROUND INFORMATION:

A mutual aid agreement between northeast Wisconsin (NEW) counties will allow those agreeing counties to assist each other when there are emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries. It is in the best interests of NEW counties, by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid.

ACTION REQUESTED:

Requesting approval of the mutual aid agreement by the County Board of Supervisors for staff to take any and all actions necessary to implement the agreement with willing NEW counties.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$0
 - b. If part of a bigger project, what is the total amount of the project? N/A
 - c. Is it currently budgeted? ☐ Yes ☒ No
2. If yes, in which account? _____
3. If no, how will the impact be funded? Any work performed will be billed to the Affected County per the Wisconsin Uniform Cost Accounting System and includes any expenses regarding Aiding County's policies for overtime and specially pay rates and shall be paid by the Affected County.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

112



Intergovernmental Agreement Between Northeast Wisconsin Counties For Highway Department Mutual Aid

This *Intergovernmental Agreement Between Northeast Wisconsin Counties For Highway Department Mutual Aid* ("Agreement") is effective on the date a Northeast Wisconsin ("NEW") County signs this Agreement and provides a copy to the other NEW Member Counties, and is being entered into by and between Brown County, a body corporate, and other body corporate NEW Counties (collectively, the "Parties" or "Member Counties"), whose contact information is found below on the Signature Pages of this Agreement.

WHEREAS, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services; and

WHEREAS, the Parties have determined that, because of geographical considerations, it is in the best interests of NEW Counties, by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid; and

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as highway maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Purpose

The Wisconsin DOT Highway Maintenance Manual states, "*The goal of winter maintenance is to make roadways safe within the limitations of resources...*" NEW Highway Commissioners have discussed how to best ensure the continuity of plow services in NEW if a significant percentage of a Member County's plow drivers are sick, quarantined and/or otherwise unavailable. This Agreement applies to any sort of weather disaster, pandemic event or other regional or county-level event that would significantly impact a Member County's equipment and staff levels.

NEW Highway Departments are committed to making state and county highway systems as safe as possible within the limitations of resources during winter events. Therefore, the Member Counties agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other's needs is the foundation of this Agreement.

It is recognized and acknowledged that in certain situations, including but not limited to emergencies, natural disasters and man-made catastrophes, the use of an Aiding County's equipment, staff and/or services to perform functions outside the Aiding County's jurisdictional limits is desirable and necessary to preserve and protect the health, safety and welfare of the public, and to ensure effective and efficient Highway Department operations.

2. Definitions

- a. Mutual Aid: A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected County by an Aiding County pursuant to this Agreement.
- b. NEW Counties: Wisconsin counties located in the Northeast portion of the state, including the counties of: 1) Brown; 2) Calumet; 3) Door; 4) Fond du Lac; 5) Kewaunee; 6) Manitowoc; 7) Marinette; 8) Oconto; 9) Outagamie; 10) Shawano; 11) Sheboygan; and 12) Winnebago.
- c. Member County: A NEW County which is a Party to this Agreement, as evidenced by a NEW County signing this Agreement and providing a copy to the other NEW Member Counties.
- d. Affected County: A Member County which requests Mutual Aid from an Aiding County in the event of an emergency;
- e. Aiding County: A Member County which provides Mutual Aid to an Affected County in the event of an emergency;
- f. Emergency: An occurrence or condition in an Affected County's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected County alone.

3. Authority and Action to Effect Mutual Aid

Member County's Highway Commissioners or designees may render Mutual Aid to, and/or request Mutual Aid from, other Member Counties. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services requested by the Affected County and available to the Aiding County. The judgment of the Aiding County Highway Commissioner or designee shall be final as to the equipment, staff and/or services available, if any, to render Mutual Aid to the Affected County.

In general, the state highway system and principle county highways are the regional priority routes. Aiding Counties will assist Affected Counties as reasonably practicable to ensure these priority routes are addressed as a matter of regional priority. Each NEW Highway Department

will prepare, and have on hand ahead of time, normal plow route maps, and a list of priority routes and roadways, that are critical to maintain.

Each Member County has its own organizational structure, and its own method of on-call superintendents for after hour emergencies. For the purposes of Mutual Aid between Member Counties, the primary contacts should be the Highway Commissioners.

When an emergency occurs, and conditions are such that the Highway Commissioner or designee of an Affected County determines it advisable to request Mutual Aid pursuant to this Agreement, he/she shall notify the Aiding County of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The Highway Commissioner or designee of the Aiding County shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member County:

- a. Determine what equipment, staff and/or services are requested by the Affected County;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding County in response to the request from the Affected County;
- c. Dispatch as soon as reasonably practical the available requested equipment, staff and/or services, to the extent reasonably practicable, to the location of the emergency reported by the Affected County;
- d. Notify the Affected County as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

4. Jurisdiction over Staff and Equipment

Aiding County staff dispatched to provide Mutual Aid to an Affected County pursuant to this Agreement shall remain employees of the Aiding County. Staff of the Aiding County shall report for direction and assignment at the Highway Shop nearest the scene of the emergency in the Affected County, or as otherwise directed by the Affected County's Highway Commissioner or designee. The Aiding County shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding County's Highway Commissioner or designee, provided, however, that the Aiding County withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected County's Highway Commissioner or designee of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

5. Compensation for Aid

Work performed by the Aiding County shall be billed to the Affected County per the Wisconsin Uniform Cost Accounting System, shall include any additional expenses regarding Aiding County policies for overtime and specialty pay rates and shall be paid by the Affected County.

6. Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, with minimum limits of \$1,000,000 auto and \$3,000,000 combined single limit general liability and professional liability. These obligations may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the state.

7. Waiver of Claims

Each Party agrees to waive any and all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of negligent and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

8. Non-Liability for Failure to Render Aid

The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory. It is the responsibility of the Aiding Department to notify, as soon as reasonably practical, the Affected Department of the Aiding Department's inability to respond.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

9. Auto-Renewal of Agreement and Termination

This Agreement will automatically renew on October 1st of each year unless a Member County provides written *Notice to Withdraw* to the other NEW Member Counties, which shall be effective upon receipt.

10. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

11. Multiple Counterparts to Agreement

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument.

SIGNATURE PAGES

IN CONSIDERATION of the mutual commitments contained herein, and by signing below, the signatories state and affirm that they have authority to bind, and do bind, the Member County entity they are signing on behalf of to the terms and conditions of this Agreement.

FOR BROWN COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR CALUMET COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR DOOR COUNTY:

X _____
Signature
X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR FOND DU LAC COUNTY:

X _____
Signature
X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR KEWAUNEE COUNTY:

X _____
Signature
X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR MANITOWOC COUNTY:

X _____
Signature
X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR MARINETTE COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR OCONTO COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR OUTAGAMIE COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR SHAWANO COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR SHEBOYGAN COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

FOR WINNEBAGO COUNTY:

X _____
Signature

X _____
Date Signed

Signatories Name Printed or Typed

Title

Company/Entity Name

Street Address

City, State and Zip Code

Contact Phone Number

Contact Email Address

***Item #11f was taken at this time*

**No. 11f -- RESOLUTION REQUESTING THE STATE TO REVIEW ELECTION METHODS
AND PROCEDURES IN ORDER TO ENSURE TRANSPARENT AND HONEST
ELECTIONS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Brown County Board of Supervisors recognizes that, as citizens of the greatest nation ever, we can all agree that the most fundamental and sacred right of American citizenship is our right and obligation to choose our own government; and

WHEREAS, as such, we all must have confidence in our voting methods and procedures, which we rely upon to elect officials to represent our interests locally, state-wide and federally; and

WHEREAS, it is desirable for the Brown County Board of Supervisors to request that the State of Wisconsin conduct a thorough review of the methods & procedures used to ensure election integrity, and that any 'weak' methods and procedures, or those that potentially invite fraud, be modified in time to ensure that the April 2021 election, and all elections going forward, are conducted in a highly credible manner, giving all voters confidence that the election methods, procedures and resulting electoral outcomes in the State of Wisconsin are valid.

NOW, THEREFORE BE IT RESOLVED that the Brown County Board of Supervisors hereby requests that the State of Wisconsin conduct a thorough review of the methods & procedures used to ensure election integrity, and that any 'weak' methods and procedures, or those that potentially invite fraud, be modified in time to ensure that the April 2021 election, and all elections going forward, are conducted in a highly credible manner, giving all voters confidence that the election methods, procedures and resulting electoral outcomes in the State of Wisconsin are valid; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded by the County Clerk to the Governor of the State of Wisconsin, State Senators and State Representatives representing Brown County, the Secretary of the Wisconsin Department of Administration and to the Wisconsin Elections Commission for consideration and action.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The mailing cost to carry out this resolution is \$6.03 and is within the existing 2020 Budget.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 12/17/2020

20-131R

Authored by: District 22 Supervisor Tom Peters

Approved by: Corporation Counsel

A motion was made by Supervisor Peters and seconded by Supervisor Kaster “**to adopt.**”

A motion was made by Supervisor Lund and seconded by Supervisor Sieber “**to refer to Administration.**” Voice vote taken. The nays have it in the opinion of the Chair. Motion failed.

Roll call vote was taken on Supervisor Peter's motion to approve.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Aye	
Sieber	1	Nay	Vander Leest	10	Aye	Erickson	19	Nay	Nay	10
De Wane	2	Nay	Buckley	11	Aye	Coenen	20	Aye	Abstain	0
Chu	3	Nay	Landwehr	12	Excused	Schultz	21	Aye	Excused	4
Dorff	4	Nay	Dantine, JR.	13	Aye	Peters	22	Aye		
Jacobson	5	Nay	Brusky	14	Excused	Suennen	23	Excused	Total	22
Lefebvre	6	Excused	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Nay	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Nay	Van Dyck	17	Nay	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Nay					

***Supervisors Brusky and Lefebvre would have voted nay on Resolution #11f had they been in attendance for the record.*

Motion carried.

ATTACHMENT TO RESOLUTION #11F **ON THE FOLLOWING PAGE**

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 12-10-2020
REQUEST TO: County Board
MEETING DATE: 12-16-2020
REQUEST FROM: Dave Hemery, at direction of Administration Committee
Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: **RESOLUTION REQUESTING THE STATE TO REVIEW ELECTION METHODS AND PROCEDURES IN ORDER TO ENSURE TRANSPARENT AND HONEST ELECTIONS**

ISSUE/BACKGROUND INFORMATION:

Asking the State to review election methods and procedures in order to ensure fair elections.

ACTION REQUESTED:

Review and consider.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$6.03
2. Is it currently budgeted? ☐ Yes ☒ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? *This resolution does not require an appropriation from the General Fund. The mailing cost to carry out this resolution is \$6.03 and is within the existing 2020 Budget.*
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11f

No. 11y -- RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY UNTIL THE COUNTY BOARD MEETS IN JANUARY OF 2021 AND LIMITING AUTHORITY.

A motion was made by Supervisor Sieber and seconded by Supervisor De Wane “**to receive and place on file.**” Vote taken. Motion carried unanimously with no abstentions.

No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

None.

No. 13 -- BILLS OVER \$5,000 FOR PERIOD ENDING OCTOBER 31 AND NOVEMBER 30, 2020.

A motion was made by Supervisor Peters and seconded by Supervisor Chu “**to pay the bills for the period ending October 31 and November 30, 2020.**” Vote taken. Motion carried unanimously.

No. 14 -- CLOSING ROLL CALL

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Aye	Aye	22
De Wane	2	Aye	Buckley	11	Aye	Coenen	20	Aye	Nay	0
Chu	3	Aye	Landwehr	12	Excused	Schultz	21	Aye	Abstain	0
Dorff	4	Aye	Dantinne, JR.	13	Aye	Peters	22	Aye	Excused	4
Jacobson	5	Aye	Brusky	14	Excused	Suennen	23	Excused	Total	22
Lefebvre	6	Excused	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Aye	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Aye					

Total Present: 22

No. 15 -- ADJOURNMENT TO WEDNESDAY, JANUARY 20, 2021 AT 7:00 P.M. AT THE RESCH CENTER COMPLEX.

A motion was made by Supervisor De Wane and seconded by Supervisor Deneys “**to adjourn to the above date and time.**” Vote taken. Motion carried unanimously.

Meeting Adjourned at 7:30pm

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk